Iowa BIG- Iowa's Initiative-Based High School Experience



Teachers/Mentors



Liz Sheka

18 year career teacher Business Ed/PLTW MT 3 children (Soph-BIG) 24 years of teaching HS English, including dual-credit courses 14 years at LMHS

Both came to BIG in Jan. 2017 WHY?

BIG isn't something that you get done. It's something that you do.

2016/17

- 130 Students
- 98% Part-Time
- 100+ Community Partners
- 7 Public High Schools
- 4 School Districts (CR, College Community, Linn-Mar, Mt.
 Vernon)
- 13 Core Classes plus Electives
- 6 instructors, 1 Exec. Director, 1 Director of Strategic Partners, 2 support staff
- Location -- Geonetric Building, NewBo (co-working space)

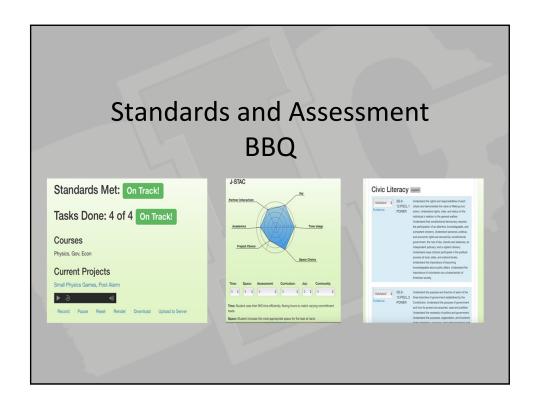


2017/18

Opening Second Location --Kerndt Bank on Boyson

- Hired a THIRD teacher -- Social Studies
- Linn-Mar District fully incorporated
- 70 Linn-Mar Students
- 2 Marion Independent Students
- BIG -- 220 total students (+90)







Any Project Could be the "Right Fit" for a Student

- -Over 100 options in Project Pool
- -Over 60 projects are active



What makes a project?

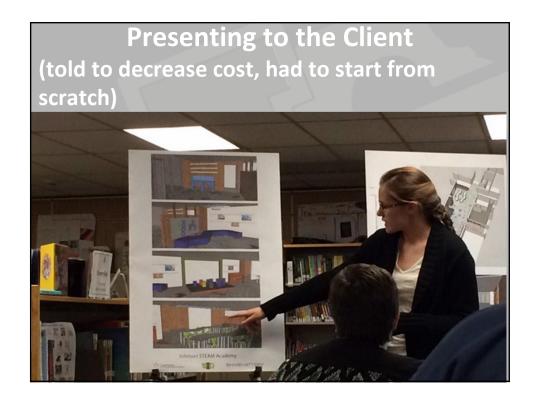
- -Includes a partner from the community
- -Addresses a problem/need in the community
- -Focuses on doing something that has not been done
- -Follows through with an actual outcome
- -Student-led
- -Multi-disciplinary

How does a Student Choose Projects? Projects are driven by passion Students are able to try different things based on interests Explores many different ones at once Future career goals

Project with Shive-Hattery Architects

Architecturally Redesigned Johnson Elementary STEAM Academy









Dancing Away The Stigma Celebrate Our Diversities Throw

- 15th at ice arena to fundraise



Project with Martin-Gardner Architects

Designing new pedestrian bridge as focal point & entry into Marion



Marion Is Bridging

- "Create a destination to connect social, physical & emotional health to the built environment."
- Learning real world architecture skills with a local architecture firm.
- Planning meetings with the city (preparation for these meetings).
- Working together as a team to come up with one design, making sure it is perfected.



Van Meter Happiness Project

- Created a psychology study to figure out why employees of VMI are so happy within their job.
- Created and sent a survey to 450 employees,
 280 responded.
- Delivered a presentation to report findings.



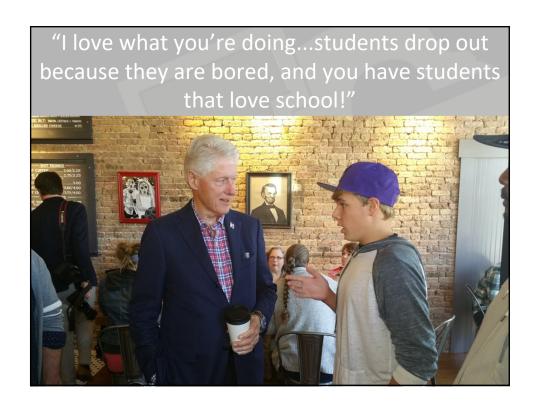
ACEs (Adverse Childhood Experiences) Initiative

- Working with United Way and the ACEs
 Steering Committee
- Creating a survey to find out how many businesses and nonprofits in the Corridor are trauma-informed





What People Say about BIG and BIG Students Involved in Community

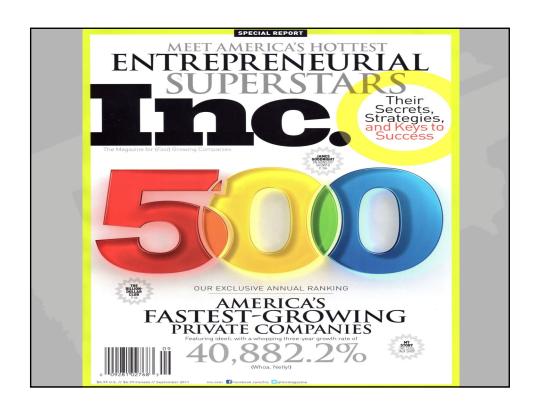


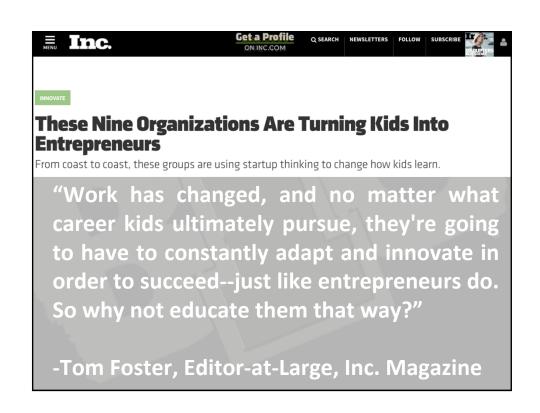






"I once thought of this place as Cedar *Crapids*... Now I don't." -Stone Macnamara, former BIG student





"lowa BIG is serving as a nexus, a place where students from across the districts work side by side to tackle real problems." -ceo, Russlyn Ali

The Super School Project



Student Benefits

- Relevant Academic Work
- Create Personal Network
- Develop Personal Brand
- Engage in Community
- Passion-Driver
- Actual Career and College Readiness - skip 5th year of college
- Confidence
- Love of learning
- Expand Career Awareness



Kaleb Cook

Year: Junior

School: Linn-Mar

Why BIG?:

- Allows him to make real change in his community
- Getting to work within his passion
- Networking
- Public Speaking



Projects: Dancing Away The Stigma, B.E.E.S., EdRevision, Marion is Bridging

Vi Phan

Year: Junior School: Linn-Mar

Why BIG?:

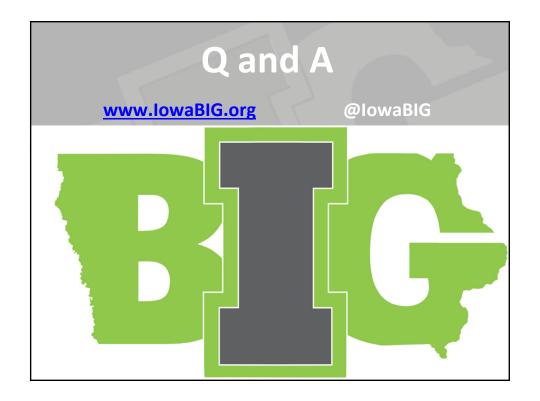
• It gives her more options

• Allows for more creativity

 Gives her a break from the regular school routine

Projects: ACEs, FEA, Philanthropic Physics, and

'millennials.com'





Board Book: May 8, 2017

PATHWAYS		TECHNOLOGY		FACILITIES	
Goal #1 Inspire Learning	Goal #2 Inspire Learning	Goal #3 Unlock Potential	Goal #4 Unlock Potential	Goal #5 Empower Achievement	Goal #6 Empower Achievement
Articulate	Support	Challenge	Success	Involve	Build
Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.	Create effective and agile organization that is individually responsible to the needs of the whole child.	Become an excellent learning organization through a culture of continuous improvement.	Maximize achievement by increasing digital literacy utilizing 21 st century digital tools.	Enhance engagement opportunities through focused strategic partnerships.	Construct physical learning environments using fiscally responsible and sustainable practices.

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Goal #1: Inspire Learning (Articulate)

Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.

Year 1:

rear 1:	
Strategic Initiatives	Measures of Success
Develop a framework for students to experience and successfully pursue post-secondary career offerings.	Begin baseline tracking and reporting of % college acceptance rates (2017-18) and graduation rates (2011-2017) in order to establish reliable benchmark targets and enhance program offerings. {Improve college acceptance and college graduation rates (post-secondary student success metrics)}
Review policies to ensure the District's theory of action for teaching and learning is articulated.	By summer 2017: Administration will work with Policy Committee to review, edit, and recommend policy changes, if necessary (Instructional Consistency).
Curricular alignment to essential knowledge and skills supported by a coherent and aligned assessment system.	K-4: In 2017-18, in the area of literacy (reading, foundational, literature, and informational text and writing) we will document unwrapped standards, student "I can" statements, and identification of priority standards (on report card). Once priority standards are determined, we will being to work on developing assessments and rubrics that ensure priority standards are being learned by students. Grades 5-7: In 2017-18, common assessments will be created for each unit of study in all subject areas. The creation of a middle level report card based on standards will be developed. Common assessments and the middle level report card will be used for reporting purposes in the 2017-18 school year. Grades 10-12: By the fall of 2017, identification of priority standards will be documented (via PowerSchool) to ensure priority standards are being learned by students. High School: By 2017-18 the Linn-Mar High School Program of Studies will be updated to include Innovation Center/Iowa BIG. This allows for a more aligned curriculum for core courses, AP coursework and Kirkwood offerings. Special Education Programming: By the end of 2017-18, using Iowa's Specially Designed Instruction Framework, a core special education group will analyze the recommended key components and critical features to operationally define specially designed instruction in our district.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.





Updates on Goal #1: Inspire Learning (Articulate)

Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.

Special Education Advisory: The Special Education Advisory held their final meeting of this school year on April 26th. The committee was updated on the district restructure plan, LEAP pilot project, the addition of a behavior consultant in our district, and where our small group committee is on resources for families. The family resources are being collected so parents/guardians can be well prepared when they attend IEP meetings. Once the family resources are fully compiled, they will be added to our website for easy access. The Special Education Advisory also discussed meetings for next year. The group determined they would meet twice as an advisory and then hold two Parent Universities on topics they choose that will be informative for families. The group also discussed ways to grow parent/guardian involvement. Ideas shared were recruiting more families, utilizing the district website, and possibly starting a Twitter account.

Elementary Homework Committee: At the beginning of the 2016-17 school year a committee was formed to study educational research and clarify expectations for elementary homework and has met throughout the school year. The committee is made up of elementary principals, teachers, and teacher leaders. The committee has worked very hard to clarify the purpose of homework for elementary teachers, students, and parents/guardians. The findings from the committee include:

- Research does not support the academic value of traditional homework at the elementary level.
- Homework should focus on daily literacy activities such as reading, spelling lists, practicing sight words, etc. Students should also be encouraged to read every night as "homework".
- Additional resources may also be sent home for students to work on with their families, but there will be no expectation that the items will be returned to school.
- The teacher's time is better spent on instruction and relationship building with students than on preparing, assigning, and checking homework during the school day.
- Elementary-aged students are, in essence, already "working" a full day when they are at school. Young students will benefit more from being active and spending time with family and friends after a school than they would from spending additional time completing homework.

Further communication will be shared with families at the beginning of the 2017-18 school year.

Updates to the High School Program of Studies:

- For 2017-18 one additional course will be added. Graphics 1 will be a new course offering.
- As part of the implementation process of the Iowa Science Standards, known nationally as the Next Generation Science Standards (NGSS), we will be adjusting our number of required Science courses.
 We currently have one specific Science course that is required and two elective courses. This transition will cause us to move to a sequence of three required Science courses. This requirement will be in effect for the 2018-19 school year.

New Middle School Courses for 2017-18:

Project Lead the Way/Gateway MS Update: The first of two new courses will be added at the middle school level next year with *App Creators* being offered to all 6th and 7th grade students. It will take the place of *Computers 6 and 7* as a quarter, exploratory course. *Computer Science for Innovators and Makers* will be added during the 2018-19 school year.

Board Book: May 8, 2017



App Creators:

- This unit will expose students to Computer Science by computationally analyzing and developing solutions to authentic problems through mobile app development and will convey the positive impact of the application of Computer Science to other disciplines and to society.
- Students will customize their experience by choosing a problem that interests them from the
 areas of health, environment, emergency preparedness, education, community service, and
 school culture. Because problems in the real world involve more than one discipline, the unit will
 introduce students to Biomedical Science concepts as they work on solutions for the specific
 problems they choose to tackle.
- Computer Science for Innovators and Makers.
 - This unit will allow students to discover Computer Science concepts and skills by creating personally relevant, tangible, and shareable projects. Throughout the unit, students will learn about programming for the physical world by blending hardware design and software development. They will design and develop a physical computing device, interactive art installation, or wearable and plan and develop code for micro-controllers that bring their physical designs to life.
 - Physical computing projects will promote student awareness of interactive systems, including
 Internet of Things (IoT) devices, and broaden their understanding of abstract Computer Science
 concepts through meaningful and authentic applications.



Goal #2: Inspire Learning (Support)

Create effective and agile organization that is individually responsible to the needs of the whole child.

Year 1:

Strategic Initiatives	Measures of Success
Individualized and data-driven instruction.	During the 2017-18 school year, all schools will plan for individualized academic interventions (priority standards/content) for all students regardless of need based on an understanding of child development and learning theories within PLCs 100% of the time as measured by team notes. PLCs will develop and implement differentiated classroom instructional opportunities (in specified areas per grade level) for all students. Measure: The use of common formative assessments to differentiate instruction. Explore opportunities to better communicate pathway opportunities for students through better articulation during instruction.
Each student enters school healthy and learns about/practices healthy lifestyle.	Develop a Health Curriculum Committee to review health education guidelines and determine district needs. Final recommendations will be made by June of 2017. Work with Community Relations on a communications plan to engage parents prior to students entering school regarding wellness and wellbeing of children to be completed in spring 2017.
	Staff, students, and family members establish and maintain school and classroom behavioral expectations, rules, and routines that teach students how to manage their behavior and help students improve problem behavior. Schools teach, model, and provide opportunities to practice social-emotional skills, including effective listening, conflict resolution, problem solving, personal reflection and responsibility, and ethical decision making.
Each student learns in a physically and emotionally safe environment.	Mental Health Needs: In 2017-18, continue partnerships and continue to explore additional family/staff education opportunities as they arise. Throughout the 2017-18 school year, Board of Education members will serve as PBIS "School Champions" and report school successes as part of regular board meetings in order to facilitate district-wide communication and support of the program. In 2017-18, schools will report goals, benchmarks and outcome data regularly through the Administrative Report to the Board and community.
	As a district focus on making connections with kids. Progress will be tracked via Gallup Poll and Olweus. ALICE Trainings: begin classroom lessons, communication on training w/ staff, families, and community, active trainings to begin spring or early fall.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.





Updates on Goal #2: Inspire Learning (Support)

Create effective and agile organization that is individually responsible to the needs of the whole child.

No updates at this time.



Goal #3: Unlock Potential (Challenge)

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success
Promote understanding of total compensation at Linn-Mar and recognize compensation as a competitive tool to drive organizational results.	Conduct a thorough job analysis for each certified and classified position over the 2017-18 school year.
Provide ongoing professional development	Create and implement a three-year flexible, professional development plan; thoughtfully allocating state categorical funding to support PD plan. This plan will be shared with the Board of Education in the winter of 2016-17.
for teaching staff that supports core instruction, interventions and curriculum implementation.	Throughout the 2016-17 school year, provide professional learning at each PDD on measuring the success of specific teaching strategies in an effort to identify and know how to utilize the most 'high impact' learning strategies. (Many resources can be used to do this including Hattie's Visible Learning and Marzano's Art and Science of Teaching).
Effective and efficient use of data.	By March 2017 we will develop a foundational understanding of Smarter Balanced Assessments with staff, students, and community and be prepared to implement Smarter Balanced for the 2017-18 school year.
	Explore dashboard (performance metrics) possibilities for % of students in AP/honors/IB; % of students who show academic growth on NWEA, FAST, Iowa Assessment; % of students who achieve IEP Goals; and other relevant "predictive gateways" for academic success.
	Using relevant achievement gap information, identify opportunities to increase the number of students performing at or above grade level in math and reading.
	Expand early literacy within the early childhood programs by using creative curriculum assessment information to drive instruction.
	Provide substantive support to enhance math and reading skills PreK-5.
Curriculum, instruction and assessment demonstrate high expectations for all students.	During the 2016-17 school year, identify all level 3 and level 4 questions used on all common formative or summative assessments within each course at the high school level.
	During the 2016-17 school year we will closely monitor and update our stakeholders as appropriate, federal and state initiatives including Smarter Balanced, ESSA, ELI and CASA.
	By the end of 2016-17, develop a K-8 standards based report card.



Goal #3: Unlock Potential (Challenge) *Continued*

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success	
	Research well-being and insurance models/best practices and explore community partnerships (Ex. Blue Zones) to improve Linn-Mar and community health and well-being, reduce health care claim costs from 5 year historical averages, and enhance productivity.	
	Reduce employee workers compensation claims from 5-year average info.	
Becoming deliberately developmental about our staff as we shift from "Human Resources" to "Talent Management".	By spring 2017, develop integrated marketing and communications programs that position Linn-Mar as the district of choice for world class teaching, learning and student achievement. Develop and begin to execute and assess integrated strategic marketing and communications programs, both internal and external, to strengthen, promote and protect Linn-Mar's brand identity, relevance, accomplishments and excellence.	
	Explore opportunities to expand mentor programs for all employee groups and leverage their talent/knowledge to improve our overall performance.	
	Work to create and maintain a predictable, respectful, compliant, labor relations environment, alignment and consistency with the overall employee relations strategy based on proactive and open communications.	
	Research comprehensive and engaging performance management plans for classified and professional staff.	
	Foster a positive, engaging, diverse and inclusive work environment while identifying and responding to the changing needs of the Linn-Mar community.	
Cultivate a high achieving performance culture.	Revise recruitment strategy and branding program by late winter (2016-17).	
	Always promote a school culture with the belief system of all students can learn.	



Goal #3: Unlock Potential (Challenge) Continued

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success
	Make school building-level communication the major focus of the communication efforts.
	Provide training to district leaders to address all aspects of the employee life cycle.
Strengthen leadership capability throughout Linn-Mar to	Begin to develop a leadership ladder (succession planning) throughout Linn-Mar in all employee groups with a focus on recruitment and retention.
promote high levels of performance and productivity a sustain excellence.	Identify employee skill gaps, provide opportunity for improvement/workout plan or coaching out (coach up or counsel out).
	School Board, district leaders, and building administrators continually seek to improve knowledge of upcoming trends in education and research on school improvement by having memberships to professional organizations, attending relevant conferences, and networking with other administrative professionals.
	Board Policy Committee to develop and deploy Board Learning Plan and work to strategically align all board committee work under the Strategic Plan.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.





Updates on Goal #3: Unlock Potential (Challenge)

Become an excellent learning organization through a culture of continuous improvement.

High School Administration and COMPASS Staffing Plan: The allocation of administration for the High School and COMPASS Alternative High School Program will be altered beginning with the 2017-18 school year. COMPASS will no longer have an administrator exclusively assigned to the program. The administrative responsibilities at COMPASS will be included as part of the High School administrative team. Joe Nietert, current High School Assistant Principal, will become a High School Associate Principal with COMPASS being a portion of his assigned responsibilities.

Workers Compensation: True North presented the district with a <u>dividend check for \$196,624.90</u> this week. This money is a direct result of our excellent loss (Workers Compensation) experience. Our mod rate has decreased over the past five years from a high of 1.26 to a rate of .71 for the 2017-18 year. *Thanks to the entire Linn-Mar staff, Phil Miller, the HR team, True North, United Heartland, and the Safety Steering Committee for keeping safety a priority in the district!*





Goal #4: Unlock Potential (Success)

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

Year 1:

Explore and clarify LM working definitions related to digital learning (blended learning, digital content, etc.) to establish a shared vision. Identify specific areas to provide district, building, and instructional support for technology integration and implementation. Review, update and curate our PreK-12 digital curriculum to ensure it is rigorous and relevant. Identify and develop an online course option, aimed primarily at LMHS 11th and 12th grade students, in each department area that may or may not be a required course. Digital Citizenship Digital Citizenship Digital Citizenship Review technology equity procedures to inform future policy decisions. Establish a uniform, digital checkout process for students who do not have Wi-Fi or computer outside of school. Using assessment information, implement the appropriate assistive technology tool(s) for students with special needs in the general education classroom. By increasing understanding of assistive technology, promote a culture of individualizing learning needs. Begin a process to ensure all faculty have the qualifications and training necessary to deliver courses in a variety of modes; specifically regarding online instruction.	Strategic Initiatives	Measures of Success	
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Create a faculty mentar program or near review system as a way to		training necessary to deliver courses in a variety of modes; specifically	
Digital Pedagogy Create a faculty fileritor program or peer review system as a way to improve online/hybrid courses.	Digital Pedagogy	Create a faculty mentor program or peer review system as a way to improve online/hybrid courses.	
Explore potential resources and processes for future curriculum.		Explore potential resources and processes for future curriculum.	
Utilize Technology Instructional Coaches (TICs) to provide coaching support for teachers integrating technology into their instruction.		1	
Use annual staff/student/parent/community survey data to determine effective use of school website for consistent district and building level communication.		effective use of school website for consistent district and building level	
Digital Communication Explore possibilities for better alignment and integration of systems used by parents (i.e. PowerSchool, TouchBase and Total Access).	Digital Communication		
Promote current electronic communication services for staff to access relevant information regarding resources.			



Updates on Goal #4: Unlock Potential (Success)

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

PowerSchool: We have come to an agreement with PowerSchool to implement their Unified Classroom Solution. The High School will begin using the Learning Management System and the Assessments Module this fall. The Analytics Module will be ready for implementation in mid-to-late fall. Training will be provided by PowerSchool and Grant Wood AEA. Training details are currently being worked out.

Fiber: IMON is extending the district's network fiber to the Transportation building this spring. We are working with the City of Marion to complete the project.

Indian Creek Wiring: Bids are being accepted to extend the network fiber to the modular unit that will soon be installed at Indian Creek Elementary (this is E-Rate eligible). Upgrades to the network wiring in the building from Cat 3 to Cat 6a will also be completed.



Goal #5: Empower Achievement (Involve)

Enhance engagement opportunities through focused strategic partnerships.

Year 1:

Strategic Initiatives	Measures of Success
	Investigate and research district administration practices and processes to enable principals to focus more on instructional leadership.
Internal Partnerships	Promote opportunities for district employees to volunteer in classrooms.
	Explore and clarify the purpose and structure of district leadership meetings to align with strategic plan.
	Create conditions to provide transparent, accurate and accessible information through dashboards.
	Broaden opportunities for local businesses and historically underutilized businesses to work with the district.
	Explore opportunities for the city and local districts to share costs for shared services.
External Partnerships	Develop/nurture relationships and work with community partners and media to define, promote, expand and market signature programs.
	Begin to establish a network of information ambassadors.
	Enhance established partnerships with the business community, as well as nationwide, to broaden recruitment, wellness, volunteer and diversity initiatives.
	Promote external partners to join district committees and district staff participate in outside committee groups.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.



Updates on Goal #5: Empower Achievement (Involve)

Enhance engagement opportunities through focused strategic partnerships.

Consortium for School Networking: Linn-Mar has been an organizational member of CoSN for several years. CoSN is the premier, professional association for school system technology leaders. For 25 years CoSN has provided leaders with the management, community building, and advocacy tools they need to succeed. CoSN represents over 13 million students in school districts nationwide and continues to grow as a powerful and influential voice in K-12 education. Their strategic plan positions CoSN as the only national, professional association dedicated exclusively to the education technology leaders who are working to transform learning. Technology professionals in Iowa launched the Iowa State Chapter of CoSN (IACOC). At the annual conference last month in Chicago, the IACOC received two certificates for highest member retention rate and highest percentage of member growth in the past year.



Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Year 1:

Strategic Initiatives	Measures of Success
	During the 2016-17 school year the Board of Education, with feedback from community patrons, will approve a long-term facility structure plan that benefits all Linn-Mar students.
	Determine what the most appropriate and cutting edge learning environments look like at each of the grade level configurations and prioritize goals for the physical components for each of the environments.
Facilities Restructure	Establish a communication campaign to foster support and approval of district restructure needs.
	Develop a funding plan to support 10-year restructure plan, including the outline of a possible bond campaign strategy.
	Engage architects, engineers, demographers and other applicable services to assist in the planning and implementation of the facility restructure plan.
	Identify an off-site facility for Linn-Mar extension of Iowa BIG.
	Occupy Westfield Elementary addition.
Facilities Preservation	Address priority needs to improve district facilities by actively maintaining 10-year facilities and preventative maintenance plan, including identifying energy-saving opportunities.
	Develop a funding plan to support 10-year preventative maintenance schedule.
	Complete walkthroughs with principals, Crisis Committee members, and Operations & Maintenance to determine building needs in reference to safety and security.
	Work to optimize resources (buildings, personnel, programs, etc.) to ensure they are utilized efficiently and effectively.
Operational Resource Allocation	Explore procedures to effectively evaluate programs from a financial aspect to ensure resources are being utilized to full potential.
	Continually review categorical funding streams to ensure resources are being properly spent and that all expenditures are properly allocated.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.



Updates on Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Construction Updates:

- <u>High School Renovation</u>: Current work is punch list and warranty work.
- <u>Westfield Addition</u>: Current work is punch list and warranty work. In June work will continue on roof drains and storm water detention with completion prior to the start of the 2017-18 school year.
- <u>Westfield Parking Lot</u>: Design work on the Westfield parking lot is complete. The design has been approved by the City of Cedar Rapids and work is scheduled to start the first week of June. Targeted completion date is the first week of August 2017.

District-Owned Farmhouse Controlled Burn: The district owns 86 acres of land and a farmhouse located at 2969 C Avenue Extension. Up until January 2017, the district rented this property to a consistent occupant. The occupant has now vacated and the farmhouse is either in need of major repair or needs to be torn down. Therefore, the district made contact with the Marion Fire Department to see if they were in need of an old house for training purposes and eventual burn. Marion Fire officials were extremely receptive of this opportunity. Administration is recommending to allow Marion Fire to use the farmhouse for training purposes beginning in mid-to-late May and then as a controlled burn in the fall of 2017.

Restructuring/Facilities Committee Updates: The Facilities Committee met at the High School lecture hall on Wednesday, April 26th. The focus of the meeting was to discuss the results of an online survey. In the survey each committee member was asked to prioritize the needs of each individual, historic building (Bowman Woods, Wilkins, and Indian Creek). Additionally, the survey also enabled the committee to prioritize overall historic school needs, collectively. During the discussion the committee reviewed a timeline of events to-date as well as upcoming key steps and events for the district and committee.



Achievements and Honors:



New Principal: Congratulations to Amanda Potter for being named Wilkins Elementary Principal beginning in the 2017-18 school year. Mrs. Potter most recently served as Principal at Springville Elementary after leaving the Linn-Mar District in 2014. Potter began her career as a music teacher at Oak Ridge Middle School in 2005 before transferring to Echo Hill Elementary in 2008. Potter also served as an interim principal at Westfield Elementary in 2013.

National Survey Names LMHS as 3rd Best in Iowa: Linn-Mar High School is ranked number three among the best high schools in Iowa as reported by *US News and World Report*. Nationally, Linn-Mar is ranked 953rd among the top 6,041 public high schools. The survey examined four key areas and found that: 1) our students perform better academically compared with other students in the state, 2) our disadvantaged students perform better than the state average, 3) student graduation rates meet or exceed the national standard, and 4) our students are better prepared for college-level coursework.



Orchestra Achievements: Congratulations to the middle school and high school orchestras for taking the top spots at the Jefferson Orchestra Invitational on April 22nd. The High School Symphony Orchestra placed 1st in their division with superior ratings. This is the 10th year in a row that this ensemble has placed 1st in

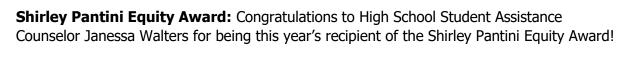


the 4A division. Concert Orchestra placed 3rd within the same division and the Philharmonic Orchestra earned a division one superior rating from the judges. Congratulations to High School Orchestra Directors Josh Reznicow and Thad Sentman. Congratulations also go out to the Middle School Chamber Orchestra for placing first overall and receiving superior ratings in their division. This is the 14th year in a row they have placed 1st within their division. Congratulations to Middle School Orchestra Directors Kristine Schamberger and Katie Vail.

Visual Arts: Congratulations to the High School Arts Department and students for hosting a great art show. There are a lot of talented student artists, so be sure to stop by the Pride Rock Commons to view their works of art until May 12th!

National Show Choir Awards:

- <u>Lifetime Achievement Award</u>: Congratulations to High School Vocal Director Bob Anderson for receiving the Aspire Award for Lifetime Achievement.
- <u>Lifetime Achievement Award</u>: Congratulations to High School Show Choir Director Trent Buglewicz for being nominated for an Aspire Award for the Best New Show Choir Director.
- Regional Show Choir: Congratulations to the LMHS Supernova Show Choir for being nominated as the Top Regional Show Choir Competition.
- Best Costumers: Congratulations to Sarah Gustason and Gail McGinnis for being nominated as Best Costumers!







Member of the Year Award: Erin Watts, President of the Linn-Mar Education Association (LMEA), was recently presented with the 2017 East Central Uniserv Unit Member of the Year Award. The award is intended to honor a member from a local association who is not only an outstanding educator but also active as an association leader. Congratulations Erin!





Elementary Community Outreach: Congratulations to the students of Bowman Woods Elementary for collecting over 150 jars of peanut butter for the Olivet Neighborhood Mission!

Athlete of the Week: Congratulations to Ben Hediger, LMHS Tennis Player, for being named KCRG-TV9 Athlete of the Week during the month of April!



Department of Management

Form S-A Publication

NOTICE OF PUBLIC HEARING

AMENDMENT OF CURRENT BUDGET FISCAL YEAR 2016/2017

Date of Public Hearing: May 8, 2017 Time of Public Hearing: 7:00 PM

Location of Public Hearing: Linn-Mar Community School Board Room, 2999 N. 10th Street, Marion, IA 52302

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	54,600,000	54,900,000	Costs moved from Support Services
Total Support Services	26,900,000	26,400,000	Cost moved to Instruction and Non-Instruction
Noninstructional Programs	3,838,000	4,038,000	Costs moved from Support Services
Total Other Expenditures	25,453,626	41,418,091	Bond Refunding Series 2007A

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2017. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.

PROPOSED PROJECT SCHEDULE

LRC FIRE SPRINKLER SYSTEM

LINN-MAR COMMUNITY SCHOOL DISTRICT

Project Description: The project consists of a new fire sprinkler system throughout the Linn-Mar Learning Resource Center building, and related fire alarm work.

Design/Bidding Phase

Schedule May 8, 2017

Board Meeting - Approve Documents for Bid

May 11, 2017

Bid Set Issued to Contractors

June 1, 2017

Bid Opening

June 12, 2017

Board Meeting – Award Project Contract to Contractor

Construction Phase Schedule

Mid-June, 2017

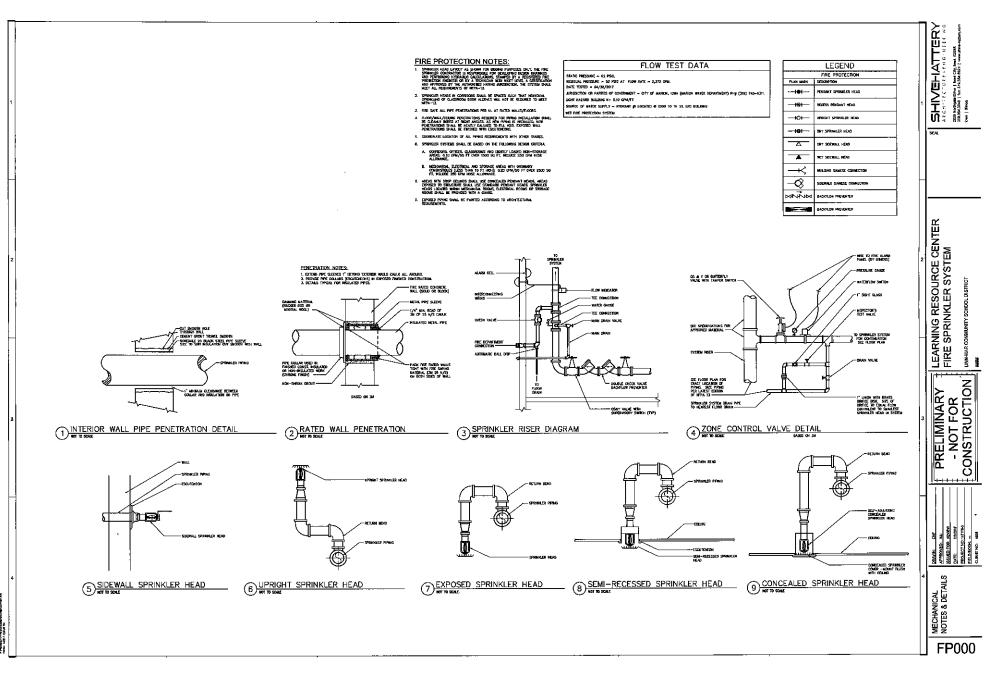
Start Construction

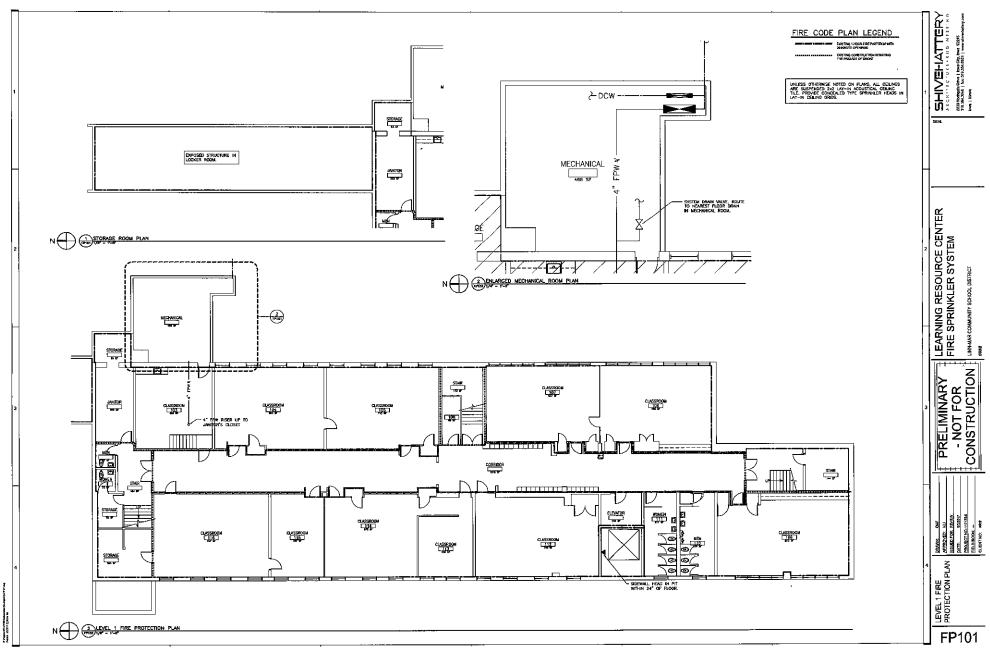
Mid- August, 2017

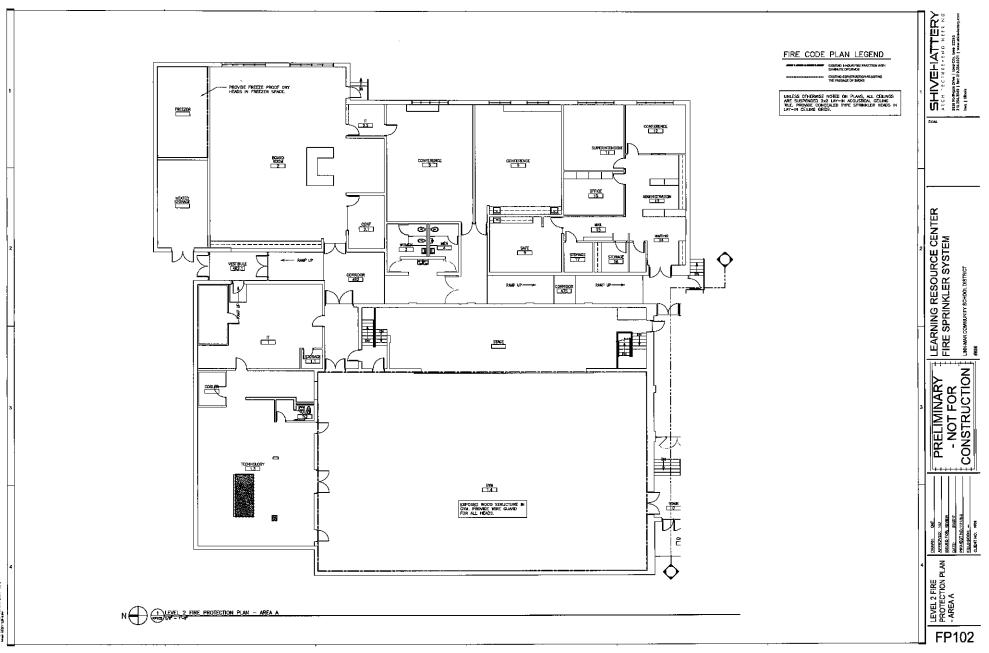
Complete Construction (Classrooms)

Early October 2017

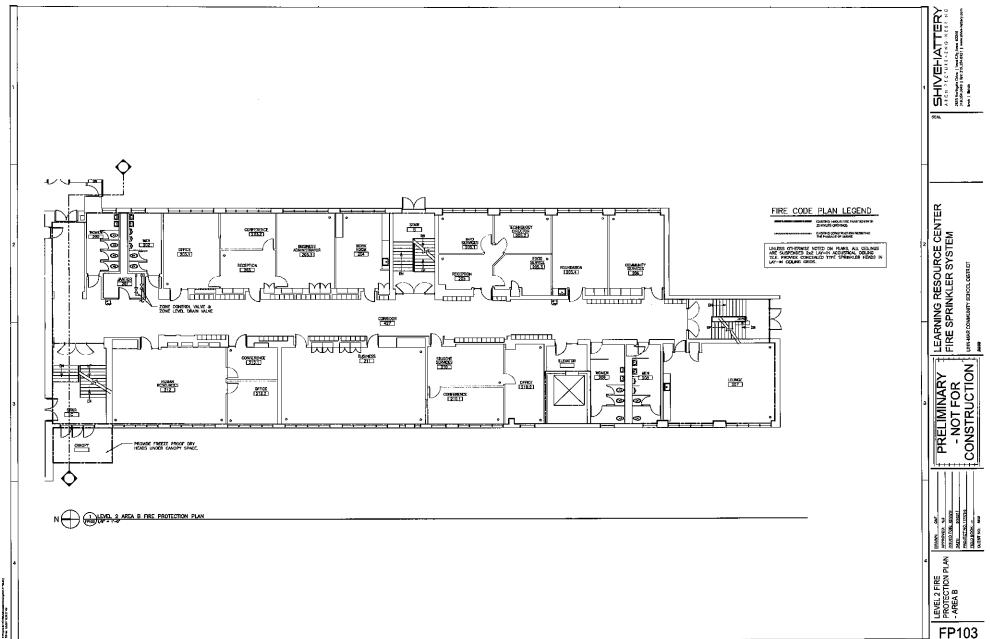
Complete Construction (Entire Building)



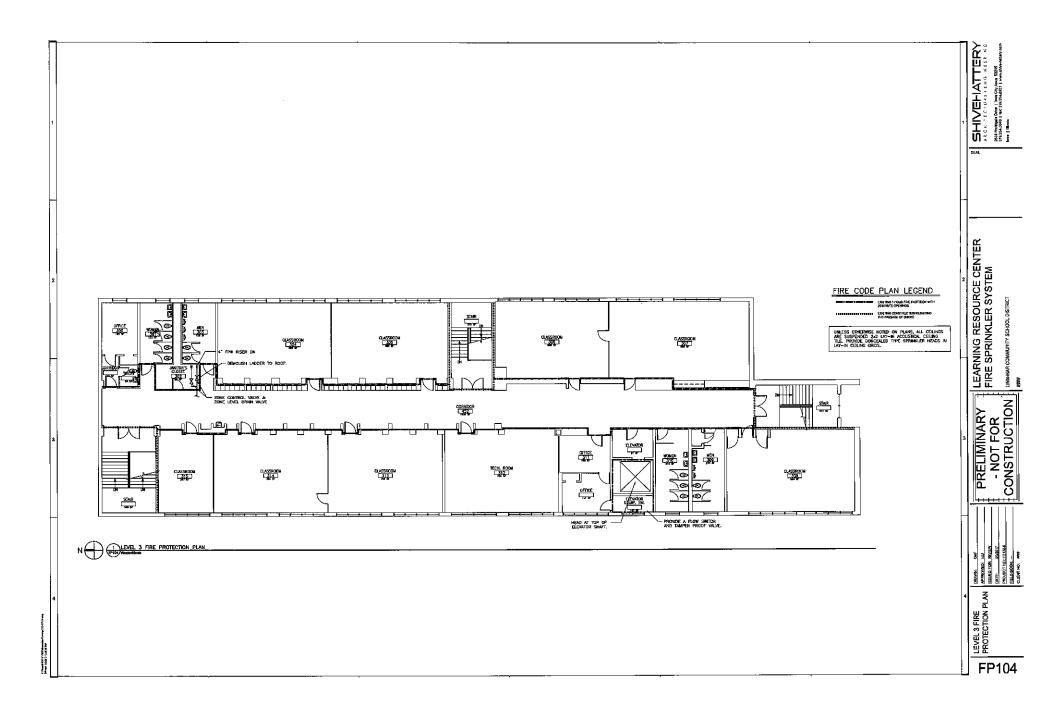




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Linn-Mar Community School District Board of Education April 24, 2017 - Work Session Minutes

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 5:00 PM. Roll was taken. Absent: Green

200: Adoption of Agenda Motion 172-04-24

Motion Patterson, second Nelson to approve the agenda. Voice vote. All ayes.

300: Work Session

301: District Restructuring Plan Update

Exhibit 301.1

Roger Worm from OPN, along with other OPN representatives, brought the board up-to-date on the work of OPN, the Steering Committee, and the district Facility Committee. He began with the original RFP and shared with the board the evaluation and assessment work that OPN has done up to this point. He explained why the original plan was not feasible due to the cost of converting Excelsior to an 8/9 Center. He explained how the current proposed plan of two 5/6 buildings was created through the evaluations and committee work. It was stressed that nothing is finalized but the consensus of the board to move forward in this direction was needed at this time to continue to work towards a September bond vote. After his presentation the board asked questions and had a dialogue with the OPN representatives. It was determined that the board was in favor of moving forward with the proposed plan.

302: Board Learning

Exhibit 302.1

The *Board Operations Manual* and *Committee Commissions* were presented for final discussion. It was decided to change the language of "emotional intelligence" to "collaborative spirit". The board also discussed the superintendent evaluation that will be completed in June.

<u>400: Adjournment</u> <u>Motion 173-04-24</u>

Motion AbouAssaly, second Weaver to adjourn at 6:38 PM. Voice vote. All ayes.

Tim Isenberg, Board President
Angie Morrison, Board Secretary



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Linn-Mar Community School District Board Meeting April 24, 2017 — Regular Meeting Minutes

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 7:00 PM. Roll was taken. Absent: Green

200: Adoption of the Agenda Motion 174-04-24

Motion Patterson, second Nelson to approve the agenda. Voice Vote. Motion carried.

300: Recognitions/Proclamations

301: Teacher Appreciation Week

President Isenberg read a proclamation announcing May 1st-5th as Teacher Appreciation Week.

302: School Board Recognition Month

Morrison read a proclamation announcing May 2017 as School Board Recognition Month:

400: Audience Communications

500: Resolutions/Opening of Bids/Public Hearings

600: Informational Reports

601: City of Marion Exhibit 601.1

Mayor Nick AbouAssaly shared an update on the City of Marion. He talked about population trends, future development plans, and the City's strategic focus. He also expressed appreciation that a board member attends the City Council meetings.

602: Policy Committee:

On April 12th the committee reviewed the *Committee Commissions* and discussed a board learning calendar that will be developed over the next few months.

603: Finance/Audit Committee:

On April 20th the committee reviewed the lease agreement for the modular classroom at Indian Creek Elementary and discussed the ATM contract with Farmers State Bank and the contract with Performance Therapies. They also reviewed a possible funding scenarios for the bond projects.

604: Marion City Council:

Patterson reported there was nothing discussed related to Linn-Mar at the April 20th meeting.

605: Board Book: Refer to exhibit 602.4

Dr. Shepherd highlighted items from the *Board Book*. He pointed out that the Transportation building will be the reunification site for all evacuations district-wide.

700: Unfinished Business

701: Approval of Board Operations Manual Motion 175-04-24 Refer to Exhibit 302.1 Motion Patterson, second AbouAssaly to approve the amended Board Operations Manual, which includes the Committee Commissions for SIAC, CTE, Policy and Finance/Audit. Voice Vote. All ayes. Motion Carried.

702: Approval of Land Purchase *Motion 176-04-24*

Exhibit 702.1

Motion AbouAssaly, second Weaver to approve the purchase of land from Vaughn Farms for \$1,197,125.00 *(\$30,500 per acre)* legally described as the SW ¼ NE of Section 29, Township 84 North, Range 6 West of the 5th PM, Linn County, Iowa consisting of 39.25 taxable acres more or less. Voice Vote. All ayes. Motion Carried.

703: Resolution to Publish Amended FY17 Certified Budget and Set Public Hearing Exhibit 703.1

Motion 177-04-24

Motion Patterson, second AbouAssaly to approve the resolution authorizing the publication of the amended Fiscal Year 2017 Certified Budget on April 27, 2017; and setting a public hearing date of May 8, 2017. Voice vote. All ayes. Motion Carried.

800: New Business

802: Open Enrollments *Motion 179-04-24*

Motion AbouAssaly, second Patterson to approve the open enrollment requests as presented. Voice vote. All ayes. Motion carried.

Approved In

Name	Grade	Residing District	Reason
Spittler, Damian	K	Marion Independent SD	On time
Teff, Holden	K	Marion Independent SD	On Time

Approved Out

Name	Grade	Receiving District	Reason
Anderson, Rhapsody	1 st	Clayton Ridge	Good Cause

900: Consent Agenda

901: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bohr, Amy	OR: 6 th Gr Language Arts Teacher	8/15/17	MA Step 17
Cortez, Rebecca	HS: From Student Support Associate to Academic Intervention Teacher	8/15/17	BA Step 1
Holub, Heath	From Four Oaks/ATLAS Teacher to EX Instructional Strategist BD Teacher	8/17/17	Same
Klein, Gina	EX: Vocal Teacher	8/15/17	BA+12 Step 4
Kloser, Amanda	HS: English Teacher	8/15/17	MA Step 1
Pisarik, Joseph	HS: Science Teacher	8/15/17	BA+24 Step 14
Potter, Amanda	WE: Principal	7/1/17	\$83,000/year

Name	Assignment	Dept Action	Salary Placement
Rickels, Jennie	OR: 7 th Gr Science Teacher	8/15/17	BA Step 5
Smith, Sean	HS: From Instructional Strategist II/BD Teacher to	8/17/17	Same
	Instructional Strategist I		
Whetstone, Michael	HS: Science Teacher	8/15/17	MA Step 1

Certified Staff: Extended Leave of Absence

Name	Assignment	Dept Action	Reason
Larson, Carrie	NE: Instruction Strategist I	2017-18	Temporary Relocation
		School Year	
Ward, Karen	WE: 5 th Gr Teacher	2017-18	Family Care
		School Year	-

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Robinson, Jason	OR: PE/Health Teacher	6/2/17	Personal
Young, Dawn	Compass Supervisor	4/21/17	Personal

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Dirks, Tim From WF to LRC Custodian		4/17/17	Same
Entas, Jami	From District Floater Custodian to WF Custodian	4/17/17	Same
Fetters, Amanda	AC: Aquatic Instructor	4/12/17	\$11.00/hour
Ford, Lainey	AC: Aquatic Instructor	4/17/17	\$11.00/hour
Harms, Yovonne	From IC to EX Custodian	4/17/17	Same
Noltensmeier, Kelly	O&M: Summer Help	6/1/17	\$9.50/hour
Randklev, Derek	O&M: Summer Help	5/22/17	\$9.75/hour
Ryan, Kevin	From EX Custodian to District Floater Custodian	4/17/17	Same
Terranova, Stephanie	LRC: Receptionist/Office Assistant	5/1/17	\$15.25/hour
Vilardo, Christine	AC: Aquatic Instructor	4/17/17	\$12.00/hour
Webber, Kelsey	AC: Aquatic Instructor	4/17/17	\$11.00/hour
Wempen, Lucas	O&M: Summer Help	5/15/17	\$10.00/hour
Willard, Diana	From HS to Success Student Support Associate	4/25/17	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Albert, Jenna	HS: Student Support Associate	4/21/17	Other Employment
Bray, Megan	Success: Student Support Associate	3/20/17	Termination
Clark, Alison	OR: Interpreter	5/31/17	Personal

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Herrera, Sami	HS: Assistant Varsity POM Coach	5/1/17	\$1,100
Johnson, Suzanne	HS: Assistant Varsity POM Coach	5/1/17	\$1,100
Lehman, Jay	From Asst Varsity to JV/Asst Varsity Football Coach	8/1/17	\$5,326
Miles, Ed	From Asst 9 th Gr to Asst Varsity Football Coach	8/1/17	\$4,261

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Bark, Travis	HS: Assistant Varsity Football Coach	4/13/17	Personal
Becker, Kristin	HS: Head 9th Gr Girls Basketball Coach	4/10/17	Personal
Robinson, Jason	OR: Asst 8 th Gr Football Coach	4/11/17	Personal
Tompkins, Melissa	OR: Asst 8 th Gr Volleyball Coach	4/11/17	Personal

903: Approval of Bills Exhibit 903.1

904: Approval of Contracts

Exhibits 904.1-10

- 1. Memorandum of understanding with Kirkwood Community College Workplace Learning Connection for the 2017-18 school year for a total of \$17,899.50.
- 2. Cooperative agreement with the University of Northern Iowa for student teaching and field experience placement for the 2017-18 school year.
- 3. Memorandum of understanding with Luther College for student teaching and field experience placement for the 2017-18 school year.
- 4. Agreement with Morningside College for student teaching and field experience placement for the 2017-18 school year.
- 5. Agreement with Elite Photography for exclusive rights to commencement photography for the 2017-18 school year
- 6. Agreement with Farmers State Bank to establish a satellite terminal (ATM) as defined in Iowa Code Section 527.2 at the High School.
- 7. Agreement with Performance Therapies for strength and conditioning coordinator and services for the 2017-18 school year.
- 8. Agreement with the City of Cedar Rapids for private storm water detention pertaining to the Westfield Elementary parking lot.
- 9. Amendment to professional services agreement with DLR Group for additional services associated with the High School renovation project. (Expense covered by contractor Larson Construction)
- 10. Agreement with Recover Health of Iowa for skilled nursing services for a child with special needs for 2016-17 school year, including summer school of 2017.
- 11. Interagency agreements for Special Education programming with Cedar Rapids CSD (3), College CSD (1), and Muscatine CSD (1). For student confidentiality exhibits are not provided.

905: Informational Reports

Exhibits 905.1-2

- 1. Financials and Cash Balance as of March 31, 2016
- 2. Financials and Cash Balances as of March 31, 2017

906: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board policy 902.6, the district will list for sale obsolete equipment/furnishings on the <u>Linn-Mar website>Quick Links>GovDeals</u>. *No items for sale at this time.*

907: Items Removed from the Consent Agenda for Separate Action

908: Approval of the Consent Agenda *Motion 180-04-24*

Motion Patterson, second Nelson to approve the consent agenda as presented. Voice vote. All ayes. Motion carried.

1000: Communications, Announcements, and Transmittals

1001: Board Communications

Communication and calendar items were reviewed. Items that were mentioned for future discussion were tennis courts and summer reading programs. It was emphasized that the communication for the bond vote needs to be very detailed. Everyone was also encouraged to attend the Volunteer 100-Hour Luncheon to show appreciation to our district volunteers.

1002: Calendar

Date	Time	Event	Location
April 25 th	7:30 AM	LM Foundation Board Meeting	Boardroom
April 26 th	4:30 PM	Special Education Advisory	Boardroom
Date	Time	Event	Location
May 1 st -5 th	N/A	Teacher Appreciation Week	District-wide
May 2 nd	Noon	SODA/Try Luncheon	Indian Creek Country Club
May 3 rd	5:00 PM	LIONS Awards & Volunteer Reception	Boardroom
May 4 th	5:30 PM	Marion City Council	City Hall
May 4 th	6:30 PM	PTO Advisory with Dr. Shepherd	Boardroom
May 5 th	Noon	Lunchtime Learning with Dr. Shepherd	Boardroom
May 8 th	5:00 PM	Board Work Session	Boardroom
•	7:00 PM	Board Regular Meeting	
May 10 th	3:45 PM	Career & Technical Education (CTE)	Boardroom
May 17 th	Noon	Policy Committee	Superintendent's Conference Room
May 18 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
May 18 th	5:30 PM	Marion City Council	City Hall
May 19 th	10:00 AM	Iowa Education Director Ryan Wise Visit	High School
May 22 nd	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Meeting	
May 23 rd	7:30 AM	LM Foundation Board Meeting	Boardroom
May 24 th	Noon	100-Hour Volunteer Luncheon	Lowe Park
May 25 th	4:00 PM	School Improvement Advisory (SIAC)	LRC Room 5
May 28 th	1:00 PM	High School Graduation	US Cellular Center
May 29 th	N/A	Memorial Day/No School/LRC Closed	District-wide
May 31 st	N/A	Last Day of School	District-wide
Date	Time	Event	Location
June 1 st	N/A	K-12 Professional Learning Day	District-wide
June 2 nd	N/A	K-8 Teacher Work Day/9-12 Comp Day	District-wide
June 8 th	5:30 PM	Marion City Council	City Hall
June 12 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Meeting	
June 22 nd	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
June 22 nd	5:30 PM	Marion City Council	City Hall
June 27 th	7:30 AM	LM Foundation Board Meeting	Boardroom

Motion AbouAssaly, second Patterson to adjourn at 7:48 PM. Voice vote. All ayes. Motion carried.

Tim Isenberg, Board President
Angie Morrison, Board Secretary

Minutes submitted by Angie Morrison

IA - Warrants Paid Listing		<u>riteria</u> 4/21/2017 - 05/04/2017	
Fiscal Year: 2016-2017		Date Range: 04	4/2 /2017 - US/U4/2017
Vendor Name	Description		Check Total
Fund: Aquatic Center			
BMO MASTERCARD	GENERAL SUPPLIES		\$1,833.89
BMO MASTERCARD	TRAVEL		\$1,075.11
IOWA CITY EELS SWIM CLUB, INC	GENERAL SUPPLIES		\$651.50
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES		\$752.00
UNIVERSITY OF IA	GENERAL SUPPLIES		\$1,229.00
und: DEBT SERVICE		Fund Total:	\$5,541.50
BANKERS TRUST COMPANY	INTEREST		\$510,634.38
BANKERS TRUST COMPANY	OTHER PROFESSIONAL		\$1,000.00
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION		\$16,705,000.00
PIPER JAFFRAY INC	OTHER PROFESSIONAL		\$2,000.00
	un u	Fund Total:	\$17,218,634.38
und: GENERAL	INSTRUCTIONAL SUPPLIES		\$143.20
A-1 PRECISION SHARPENING			\$118.34
ADVANTAGE	GENERAL SUPPLIES		\$794.00
AIRFX TRAMPOLINE PARK	INSTRUCTIONAL SUPPLIES		\$313.27
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES		\$607.08
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES		\$70.00
ALBERTSON JIM	OFFICIAL/JUDGE		\$293.75
ALL INTEGRATED SOLUTIONS	MAINTENANCE SUPPLIES		\$4.08
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS		\$8,880.70
ALLIANT ENERGY	ELECTRICITY		\$299.00
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES		\$97.2 7
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES		\$173.27
ARNOLD MOTOR SUPPLY	TRANSP. PARTS		\$173.27 \$160.00
ASSETWORKS INC.	GENERAL SUPPLIES		\$849.54
AUTO-JET MUFFLER	TRANSP. PARTS		\$25.16
BAKER & TAYLOR, INC	LIBRARY BOOKS		\$25.10 \$150.50
BALLARD & TIGHE, PUBLISHERS	INSTRUCTIONAL SUPPLIES		\$244.95
BARK'S PIZZA INC	INSTRUCTIONAL SUPPLIES	i	\$244.95 \$14.39
BARNES & NOBLE	GENERAL SUPPLIES		\$303.32
BAUER BUILT	VEHICLE REPAIR		\$70.00
BEST GREGORY	OFFICIAL/JUDGE		\$1,882.24
BIG RIGGER BUILDERS INC	VEHICLE REPAIR		• •
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	i	\$865.15 \$12.00
BMO MASTERCARD	ADVERTISING		
BMO MASTERCARD	AUDIO-VISUAL MEDIA		\$158.50 \$1,435.52
BMO MASTERCARD	COMP/TECH HARDWARE		\$1,435.52 \$258.18
BMO MASTERCARD	ELECTRICITY		•
BMO MASTERCARD	GENERAL SOFTWARE		\$38.87
BMO MASTERCARD	GENERAL SUPPLIES		\$7,122.94
BMO MASTERCARD	GROUNDS UPKEEP		\$90.78 \$15.334.08
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES		\$15,334.98 \$402.55
BMO MASTERCARD	LIBRARY BOOKS		\$402.55

1

Criteria IA - Warrants Paid Listing Date Range: 04/21/2017 - 05/04/2017 Fiscal Year: 2016-2017 Check Total Vendor Name Description **BMO MASTERCARD** MAINTENANCE SUPPLIES \$1,080.21 **BMO MASTERCARD** OTHER PROFESSIONAL \$1,623.27 PROF SERV: EDUCATION \$96.73 BMO MASTERCARD \$270.00 **BMO MASTERCARD** Professional Educational Services **BMO MASTERCARD** REPAIR PARTS \$411.97 **BMO MASTERCARD** \$72.49 REPAIR/MAINT SERVICE **BMO MASTERCARD** STAFF WORKSHP/CONF \$5,203.28 **BMO MASTERCARD TRAVEL** \$4,984.41 **BMO MASTERCARD** VEHICLE REPAIR \$27.90 **BOOKHOUSE** LIBRARY BOOKS \$494.10 **BRIGHTLINES PAPER** INSTRUCTIONAL SUPPLIES \$21.85 C.J. COOPER & ASSOCIATES \$325.00 **PHYSICALS** C.R. GLASS CO MAINTENANCE SUPPLIES \$297.00 **CAMP COURAGEOUS INSTRUCTIONAL SUPPLIES** \$144.00 CAMPBELL SUPPLY INSTRUCTIONAL SUPPLIES \$48.49 CAMPBELL SUPPLY MAINTENANCE SUPPLIES \$281.44 CAPITAL SANITARY MAINTENANCE SUPPLIES \$10,938.58 CAROLINA BIOLOGICAL SUPPLY **INSTRUCTIONAL SUPPLIES** \$139.79 \$31.10 CARROLL DISTRIBUTING REPAIR PARTS CEDAR RAPIDS COMM SCH DIST PROF SERV: EDUCATION \$2,435.08 CEDAR RAPIDS COMM SCH DIST **TUITION IN STATE** \$401.79 CEDAR RAPIDS COMM, SCHOOL/RW PROF SERV: EDUCATION \$8,334,48 CEDAR VALLEY WORLD TRAVEL \$1,580.00 TRAVEL CENTRAL STATES BUS SALES INC \$2,263,18 TRANSP. PARTS \$705.71 CENTURYL INK **TELEPHONE CENTURYLINK** TELEPHONE \$334.98 CITY LAUNDERING COMPANY **GENERAL SUPPLIES** \$318.01 CITY OF MARION **GENERAL SUPPLIES** \$100.00 CITY OF MARION **INSTRUCTIONAL SUPPLIES** \$50.00 COMPUTER SOLUTIONS, LTD \$1,925.00 COMPUTER SOFTWARE **CULLIGAN** MAINTENANCE SUPPLIES \$416.00 **CULLIGAN** REPAIR/MAINT SERVICE \$590.80 **CUMMINS CENTRAL POWER LLC** TRANSP, PARTS \$540.05 DAN MALLOY, JR **INSTRUCTIONAL SUPPLIES** \$95.00 **GENERAL SUPPLIES DEMCO** \$457.89 **DENNIS COMPANY** MAINTENANCE SUPPLIES \$242.17 DEPARTMENT OF EDUCATION **BUS INSPECTION FEES** \$2,800.00 DOMINO'S PIZZA-4358 **INSTRUCTIONAL SUPPLIES** \$215.78 \$10.00 **EMSLRC** INSTRUCTIONAL SUPPLIES **FAMILY VIDEO FACILITY RENTAL** \$3,642.04 FOLLETT SCHOOL SOLUTIONS, INC LIBRARY BOOKS \$1,558.00 **FUTURE LINE** MAINTENANCE SUPPLIES \$154.46 GASWAY CO, J P **GENERAL SUPPLIES** \$1,139.25 **GAZETTE COMMUNICATIONS INC ADVERTISING** \$366.40 **GAZETTE COMMUNICATIONS INC GENERAL SUPPLIES** \$372.45

2

IA - Warrants Paid Listing

Fiscal Year: 2016-2017

<u>Criteria</u>

Date Range:

04/21/2017 - 05/04/2017

Vendor Name	Description	Check Total
GRAINGER	MAINTENANCE SUPPLIES	\$257.87
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$199.20
HALLS PHOTO	GENERAL SUPPLIES	\$280.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$27,434.33
HARGERS ACCOUSTICS INC	MAINTENANCE SUPPLIES	\$1,509.00
HERFF JONES	GENERAL SUPPLIES	\$6,926.22
HOGLUND BUS CO. INC	TRANSP. PARTS	\$1,171.62
HOTSY CLEANING SYSTEMS	GENERAL SUPPLIES	\$60.00
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$135.30
HP INC	EQUIPMENT >\$1999	\$2,551.12
HUK RUBBER STAMP CO.	INSTRUCTIONAL SUPPLIES	\$35.00
HYDRONIC ENERGY	MAINTENANCE SUPPLIES	\$291.71
IASB	GENERAL SUPPLIES	\$650.00
INSTURMENTALIST AWARDS LLC	INSTRUCTIONAL SUPPLIES	\$179.00
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$266.95
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$177.95
INVOLTA	OTHER TECH SER	\$345.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$155,903.15
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$620.36
JCD REPAIR	INSTRUCTIONAL SUPPLIES	\$104.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$243.93
	REPAIR PARTS	\$211.29
JOHNSTONE SUPPLY	INSTRUCTIONAL SUPPLIES	\$129.93
LAKESHORE	GENERAL SUPPLIES	\$224.96
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$214.65
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$1,163.09
LETTER PERFECT	GASOLINE	\$18,155.60
LINN CO-OP OIL	ELECTRICITY	\$20,927.87
LINN COUNTY REC	INSTRUCTIONAL SUPPLIES	\$267.95
LINN-MAR NUTRITION SERVICES	LIBRARY BOOKS	\$1,136.86
MACKIN EDUCATIONAL RESOURCES	INSTRUCTIONAL SUPPLIES	\$13,921.88
MARION INDEPENDENT SCHOOLS	INSTRUCTIONAL SUPPLIES	\$1,292.18
MARION IRON CO.		\$224.23
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$25.00
MARION PARKS & RECREATION	GENERAL SUPPLIES	\$736.05
MARION TIMES	ADVERTISING	\$4,992.24
MARION WATER DEPT	WATER/SEWER	\$108.59
MATHESON-LINDWELD	INSTRUCTIONAL SUPPLIES	, ,
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$139.48 \$748.00
MERCY EAP SERVICES	OTHER PROFESSIONAL	\$748.00 \$5.227.38
MID AMERICAN ENERGY	NATURAL GAS	\$5,227.38
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$18,707.09
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$370.60 \$350.70
MIRACLE RECEATION EQUIPMENT	REPAIR PARTS	\$259.70
NORCOM, INC	INSTRUCTIONAL SUPPLIES	\$39.60
ORKIN PEST CONTROL	Pest Control	\$200.00

A - Warrants Paid Listing		<u>riteria</u> Liga (2047 — 05/04/20		
Date Range: 04/21/2017 - 05/04/2017 Fiscal Year: 2016-2017				
Vendor Name	Description		Check Total	
PEARSON EDUCATION CUSTOMER SERV	TEXTBOOKS		\$1,445.47	
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES		\$23.05	
PIZZA RANCH	INSTRUCTIONAL SUPPLIES		\$72.00	
PLUMB SUPPLY CO.	MAINTENANCE SUPPLIES		\$11.03	
PLUMBERS SUPPLY COMPANY	MAINTENANCE SUPPLIES		\$1,283.09	
POOL TECH MIDWEST INC	MAINTENANCE SUPPLIES		\$37.90	
PRIMARY SYSTEMS	OTHER PROFESSIONAL		\$90.00	
PRIMARY SYSTEMS	REPAIR/MAINT SERVICE		\$150.00	
PYRAMID EDUCATIONAL CONSULTANTS	INSTRUCTIONAL SUPPLIES		\$346.80	
QUILL CORPORATION	GENERAL SUPPLIES		\$104.34	
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES		\$710.93	
QUINN STORAGE	Pest Control		\$75.00	
RADIO COMMUNICATIONS CO	REPAIR/MAINT SERVICE		\$205.00	
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES		\$183.90	
REAMS SPRINKLER SUPPLY	REPAIR PARTS		\$30.37	
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES		\$26.07	
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES		\$120.80	
SADLER POWER TRAIN	TRANSP. PARTS		\$994.36	
SCHOOL BUS SALES	TRANSP. PARTS		\$335.08	
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES		\$644.28	
SOUND CONCEPTS INC	GENERAL SUPPLIES		\$111.06	
SPEED STACKS, INC	INSTRUCTIONAL SUPPLIES		\$1,200.00	
SPHERO, INC	EQUIPMENT >\$1999		\$89.94	
STANDARD BEARINGS	MAINTENANCE SUPPLIES		\$162.37	
T. MARIE PORTRAITS & PHOTO BOOTH	INSTRUCTIONAL SUPPLIES		\$350.00	
THOMAS BUS	TRANSP. PARTS		\$293.27	
THOMPSON TRUCK & TRAILER	TRANSP. PARTS		\$452.20	
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND		\$12,268.70	
UNITYPOINT HEALTH	PROF SERV: EDUCATION		\$7,271.33	
VAN METER CO	MAINTENANCE SUPPLIES		\$1,879.27	
WALMART	GENERAL SUPPLIES		\$99.56	
WALMART	INSTRUCTIONAL SUPPLIES		\$160.53	
WALSH DOOR & HARDWARE	REPAIR PARTS		\$740.00	
WELLMARK	OTHER PROFESSIONAL		\$1,176.00	
WELTER STORAGE EQUIPMENT CO INC	GENERAL SUPPLIES		\$2,000.00	
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$1,013.89	
ZIO JOHNO'S	INSTRUCTIONAL SUPPLIES		\$395.37	
2.0 30111100	MOTROCHONAL DOLT ELLO	Fund Total:		
id: LOCAL OPT SALES TAX		rung (otal:	\$424,072.55	
LASER RESOURCES, LLC	COMP/TECH HARDWARE		\$1,124.00	
LIGHTSPEED TECHNOLOGIES, INC	COMP/TECH HARDWARE		\$3,206.00	
OPN ARCHITECTS, INC.	ARCHITECT		\$27,091.10	
RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE		\$10,998.24	
		Fund Total:	\$42,419.34	

IA - Warrants Paid Listing		<u>Criteria</u> Date Range: 04/21/2017 -		
Fiscal	Year: 2016-2017		Date Nalige.	2072077 - 3070-7207
	Vendor Name	Description		Check Total
Fund:	NUTRITION SERVICES			
•	BMO MASTERCARD	GENERAL SUPPLIES		\$12.00
	BMO MASTERCARD	TRAVEL		\$139.04
	DIETZ CINDY	GENERAL SUPPLIES		\$45.00
	GOODWIN TUCKER GROUP	EQUIPMENT REPAIR		\$481.19
	HORN AUTOMOTIVE ENGINEERING	VEHICLE REPAIR		\$4,895.97
	HUMITECH OF IOWA INC	REPAIR/MAINT SERVICE		\$40.00
•	KECK, INC.	PURCHASE FOOD		\$2,211.95
	OFFICE EXPRESS	GENERAL SUPPLIES		\$36.02
	RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES		\$674.00
	RAPIDS WHOLESALE EQUIP CO	MACHINERY AND EQUIP		\$11,930.00
	RYDER TRANSPORTATION SERVICES	RENTALS EQUIPMENT		\$1,278.50
			Fund Total:	\$21,743.67
Fund:	PHY PLANT & EQ LEVY	CONSTRUCTION SERV		\$5,226.00
	APPLEBY & HORN	BLDG. CONST SUPPLIES		\$799.44
	BMO MASTERCARD	CONSTRUCTION SERV		\$1,448.00
	C.R. GLASS CO			\$926.20
	COMMUNICATIONS ENGINEERING CO	EQUIPMENT >\$1999 CONSTRUCTION SERV		\$2,386.90
	DRYSPACE INC	CONSTRUCTION SERV		\$385.00
	IOWA FIRE PROTECTION	CONSTRUCTION SERV		\$151,458.86
	LARSON CONSTRUCTION COMPANY, INC	EQUIPMENT >\$1999		\$2,355.00
	LASER RESOURCES, LLC	EQUIPMENT >\$1999		\$1,760.56
	SYS-KOOL	GENERAL SUPPLIES		\$2,200.00
	TOMLINSON CANNON VALUE INSPIRED PRODUCTS/SERVICES	BLDG. CONST SUPPLIES		\$1,622.00
	VALUE INSPIRED PRODUCTS/SERVICES	DEBS. GONOT GOT FELEG	Fund Total:	\$170,567.96
Fund:	: Pool 10 Million Issue and 2013 10M Issue		Tuna Tour	4.1.0,001.00
	COMMUNICATIONS ENGINEERING CO	CONSTRUCTION SERV		\$1,561.62
	PODS ENTERPRISES, LLC	BLDG, CONST SUPPLIES		\$616.00
			Fund Total:	\$2,177.62
Fund	: PUB ED & REC LEVY	ODOLINDO LIDIZED		\$122.50
	D & K PRODUCTS	GROUNDS UPKEEP		\$1,786.00
	MIRACLE RECEATION EQUIPMENT	GROUNDS UPKEEP	. <u> </u>	
Fund	: STUDENT ACTIVITY	•	Fund Total:	\$1,908.50
	4 IMPRINT INC	INSTRUCTIONAL SUPPLIES		\$223.32
	AL-YASSIRI HUSSIN	OFFICIAL/JUDGE		\$110.00
	ALBERTSON JIM	OFFICIAL/JUDGE		\$120.00
	ANKENY SCHOOLS	DUES AND FEES		\$140.00
	ASPI SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES		\$75.00
_	B & H PHOTO	INSTRUCTIONAL SUPPLIES		\$549.00
-	BALLOONS, ETC/SPARKLES THE CLOWN	INSTRUCTIONAL SUPPLIES		\$158.00
	BMO MASTERCARD	INSTRUCTIONAL SUPPLIES		\$7,800.16
	BMO MASTERCARD	TRAVEL		\$2,415.69

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A - Warrants Paid Listing	Data Damma:	Criteria	
Date Range: 04/21/2017 - 05/04/2017 Fiscal Year: 2016-2017			
Vendor Name	Description		Check Total
BOB ROGERS TRAVEL	TRAVEL		\$19,134.00
BOEHM ROMAN	OFFICIAL/JUDGE		\$280.00
BURESH RENTAL	INSTRUCTIONAL SUPPLIES		\$246.00
BURKEN STEVEN JAY	OFFICIAL/JUDGE		\$110.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES		\$448.50
CENTURY RESOURCES INC	INSTRUCTIONAL SUPPLIES		\$2,031.85
CHASE DUDAK	INSTRUCTIONAL SUPPLIES		\$200.00
CHEER BUTTONS & BOWS	INSTRUCTIONAL SUPPLIES		\$1,080.02
CITY HIGH SCHOOL	DUES AND FEES		\$90.00
CLEPPER RYAN	OFFICIAL/JUDGE		\$110.00
COHEN BRIAN	OFFICIAL/JUDGE		\$100.00
COOK JEFF	OFFICIAL/JUDGE		\$100.00
COPYWORKS	INSTRUCTIONAL SUPPLIES		\$320.80
CR SIGNS, INC	INSTRUCTIONAL SUPPLIES		\$800.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES		\$3,470.00
DRAKE UNIVERSITY	DUES AND FEES		\$340.00
FASTENAL COMPANY	INSTRUCTIONAL SUPPLIES		\$93.16
FUSION EDGE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES		\$565.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES		\$49.00
HALLS PHOTO	INSTRUCTIONAL SUPPLIES		\$26.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES		\$50.00
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES		\$470.00
JACOBSON, BEN BASKETBALL CAMPS	DUES AND FEES		\$1,305.00
JANICE KELLY	STUDENT FEES		\$70.00
JEFFERSON HIGH SCHOOL	DUES AND FEES		\$380.00
JIMMY JOHN'S	INSTRUCTIONAL SUPPLIES		\$638.40
JIMMY JOHN'S.	INSTRUCTIONAL SUPPLIES		\$230.85
JYM BAG	INSTRUCTIONAL SUPPLIES		\$230.65 \$341.50
KENNEDY HIGH SCHOOL	DUES AND FEES		\$341.30 \$310.00
KENNEDY SUMMER BASKETBALL LEAGUE	DUES AND FEES		\$310.00 \$350.00
LABENZ TRACY	OFFICIAL/JUDGE		\$230.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES		\$83.80
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES		\$120.00
LITTLE CAESARS			·
MARION INDEPENDENT SCHOOLS	INSTRUCTIONAL SUPPLIES INSTRUCTIONAL SUPPLIES		\$413.31 \$1,935.00
MEDICAL SPECIALTIES	INSTRUCTIONAL SUPPLIES		\$1,925.00 \$50.66
MENARDS -13127			\$50.66 \$330.99
	INSTRUCTIONAL SUPPLIES		\$220.99 \$2.038.00
MERCY MEDICAL CENTER	INSTRUCTIONAL SUPPLIES		\$2,028.00
NASCO	INSTRUCTIONAL SUPPLIES		\$13.80
NATHAN JOHN SEVERSON	INSTRUCTIONAL SUPPLIES		\$450.00 \$470.54
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES		\$170.51 \$250.00
PRAIRIE HIGH SCHOOL	DUES AND FEES		\$250.00
RIVAR'S CUSTOM SHOW APPAREL INC	INSTRUCTIONAL SUPPLIES		\$2,169.86
RUSSELL EYASU SCHLEGEL SCOTT	OFFICIAL/JUDGE OFFICIAL/JUDGE		\$225.00

IA - Warrants Paid Listing		Data Danas	<u>Criteria</u> 04/21/2017 - 05/04/2017
Fiscal Year: 2016-2017		Date Range:	04/21/2017 - 05/04/2017
Vendor Name	Description		Check Total
SHABANI JUMA	OFFICIAL/JUDGE		\$110.00
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES		\$590.00
TALEBI MOHAMED	OFFICIAL/JUDGE		\$115.00
THADEN COURTNEY	OFFICIAL/JUDGE		\$115.00
ULTIMATE ENTERTAINMENT	INSTRUCTIONAL SUPPLIES		\$495.00
WALMART	INSTRUCTIONAL SUPPLIES		\$47.65
WARTBURG COLLEGE	DUES AND FEES		\$1,350.00
WEST HIGH SCHOOL	DUES AND FEES		\$320.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$14.99
XAVIER HIGH SCHOOL	DUES AND FEES		\$15.00
		Fund Tota	al: \$56,914.82
Fund: Student Store			
EVAN BEHRENS	MISC REVENUE		\$5.00
		Fund Total	al: \$5.00

Grand Total: \$17,943,985.34

End of Report

2017.1.09 Page:

Boundary Retracement Survey, 35th Avenue, Marion Iowa HHE File No. 10540

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of <u>April 28, 2017</u> ("Effective Date") between <u>Linn Mar Community School District</u> ("Owner") and <u>Hall and Hall Engineers</u>, <u>Inc.</u> ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Site surveying and boundary retracement survey for property located along 35th Avenue, west of Hwy 13, Marion Iowa ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- A. Boundary Retracement Survey
 - 1. Property research and locate existing property pins
 - 2. Replace any missing property pins
 - 3. Prepare Boundary Retracement Survey for recordation due to replacement of missing property pins

Owner and Engineer further agree as follows:

- 1.01 Basic Agreement and Period of Service
 - A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
 - B. Engineer shall complete its services within a reasonable time, or within the following specific time period.
 - C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.
- 2.01 Payment Procedures
 - A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days

after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

Boundary Retracement Survey, 35th Avenue, Marion Iowa HHE File No. 10540

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the

Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- 6.01 Total Agreement
 - A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.01 Basis of Payment—Lump Sum
 - A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$4,000.
 - B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- 7.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Boundary Retracement Survey, 35th Avenue, Marion Iowa HHE File No. 10540

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:	
Ву:	By: Susan Forinash Title: Associate Team Leader Date Signed: April 28, 2017	
Title:	Title: Associate Team Leader	
Date Signed:	Date Signed: April 28, 2017	
	Engineer License or Firm's Certificate Number: 421308857	
	State of:Iowa	
Address for giving notices:	Address for giving notices:	
Linn Mar Community School District	Hall and Hall Engineers, Inc.	
2999 N 10 th Street	1860 Boyson Road	
Marion IA 52302	Hiawatha IA 52233	

This is Appendix 1, Engineer's Standard Hourly Rates, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 28, 2017.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

- 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

1. Hourly rates for services performed on or after the Effective Date are:

POSITION LEVEL			
	I	II	III
Team Leader	\$133/hour	\$138/hour	\$148/hour
Project Manager	\$123/hour	\$128/hour	\$138/hour
Associate Team Leader	\$103 /hour	\$113/hour	\$123/hour
Project Coordinator	\$83/hour	\$98/hour	\$113/hour
Project Engineer	\$108/hour	\$113/hour	\$123/hour
Design Engineer	\$93/hour	\$98/hour	\$108/hour
Civil Engineering Technician	\$83/hour	\$93/hour	\$103/hour
Project Landscape Architect	\$108/hour	\$113/hour	\$123/hour
Design Landscape Architect	\$93/hour	\$98/hour	\$108/hour
Landscape Architect Technician	\$83/hour	\$93/hour	\$103/hour
Project Surveyor	\$120/hour	\$125/hour	\$135/hour
Lead Field Surveyor	\$100/hour	\$110/hour	\$120/hour
Design Surveyor	\$80/hour	\$95/hour	\$110/hour
Field Surveyor	\$85/hour		
Construction Administrator	\$108/hour	\$118/hour	\$128/hour
Construction Observer	\$83/hour	\$98/hour	\$113/hour
Administrator	\$63/hour	\$78/hour	\$93/hour
Intern	\$50/hour	\$60/hour	
Expert Witness		\$185/hour	
Traffic Data Collector	\$80/hour for staff & \$40/hour for intern		ur for intern
Mileage – Personal Vehicle	\$0.535/mile		
Mileage - Company Truck	\$0.75/mile		
Install and monitor sewer flow meter	\$150/week		

This is Appendix 2, Special Provisions, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 28, 2017.

Special Provisions to this Agreement

Modify paragraph 2.01A as follows:

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

Additional Terms and Conditions

Access to Site: Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or

statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Fiduciary Responsibility: The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

Validity of Pricing for Services: The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.



Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: CC-19		OWNER:
Linn-Mar High School Additions and Renovations - Phase 2	DATE : April 19, 2017	,	ARCHITECT:
Marion, Iowa		CO	NTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 11-13105-2	0	FIELD:
Larson Construction Co., Inc.	CONTRACT DATE: March 9, 2015		EXC DOCUMENTS
600 17 th Street SE P.O. Box 112 Independence, IA 50644	CONTRACT FOR: Combined Construction		OTHER:
THE CONTRACT IS CHANGED AS FOLLO (Include, where applicable, any undisputed Please see attachment for Change Order item.)	amount attributable to previously executed Con	nstruction Change Directive.	s)
The original Contract Sum was The net change by previously authorized Cl The Contract Sum prior to this Change Orde The Contract Sum will be increased by this The new Contract Sum including this Change	er was Change Order in the amount of	\$ - \$ - \$ - \$ - \$ -	19,548,000.00 730,084.06 20,278,084.06 6,339.98 20,284,424.04
•	e date of this Change Order therefore is on or b		
been authorized by Construction Change Di	changes in the Contract Sum, Contract Time or Contract Time or Contractive until the cost and time have been agreed sexecuted to supersede the Construction Change	d upon by both the Owner an	
NOT VALID UNTIL SIGNED BY THE A	RCHITECT, CONTRACTOR AND OWNER.		
DLR Group, inc. ARCHITECT (Firm name)	Larson Construction Co., Inc. CONTRACTOR (Firm name)	Linn-Mar Community Sch OWNER (Firm name)	ool District
1430 Locust Street	600 17th Street SE	2999 North Tenth Street	
Suite 200 Des Moines, IA 50309	P.O. Box 112 Independence, IA 50644	Marion, IA 52302	
ADDRESS Saul Bence	ADDRESS .	ADDRESS	
BY (Signature)	BY (Signature)	BY (Signature)	
Paul Arend (Typed name) 4/24/2017	Travis Schwartz (Typed name)	Tim Isenberg, School Boa (Typed name)	rd President
DATE	DATE	DATE	

Linn-Mar High School Additions & Renovations – Phase 2 DLR Group Project No. 11-13105-20

Attachment to Change Order CC-19

General Contractor: Larson Construction

April 19, 2017

ltem No. 1:

Cost for material and labor to modify display case detailing by adding 4"x4" steel angle top and bottom, adding 5/8" steel flat bar around perimeter and reducing glass thickness to 3/8" in lieu of 1/2". Material modifications were required to coordinate the glass interface with hardware and framing and to change frame material to tube steel in lieu of light gauge hollow metal framing. Modification to labor costs were negotiated with the contractor to only include work for the changes and not for work already in the construction documents or for additional work to maintain schedule.

DLR Group Proposal Request CC-70 dated May 26, 2016. Pricing per Larson Construction correspondence dated March 8, 2017.

Total Item No. 1: Add: \$2,645.00

Item No. 2:

Credit for not removing two display cases, one (1) in Area K and one (1) in Area M and existing lights in them. There are now a total of 8 display cabinets that are not being removed in lieu of 6.

Pricing per Larson Construction correspondence COR #94R dated January 6, 2017, reviewed by DLR Group on January 13.

Total Item No. 2: Deduct: (\$1,200.00)

Item No. 3:

Cost for labor and material to omit all handrail and guardrail work at existing stair south of Mens C2M1. Original work was associated with accepted Alternate No. CC-5.

DLR Group Proposal Request CC-81 dated August 24, 2016. Pricing per Larson Construction correspondence dated March 6, 2017.

Total Item No. 3: Deduct: (\$2,251,54)

Item No. 4:

Cost for labor and material to remove existing CMU to allow plumbing contractor to modify piing so mounting heights confirm with ADA requirements in Restrooms CL1W1, CL1M1, C2W3, and C2M3. Work also includes filling areas with plywood sheating to allow ceramic tile to be installed. Originally plan was to replace plumbing fixtures, original mounting heights did not comply with ADA requirements.

Pricing per Larson Construction correspondence COR #172 dated December 1, 2016, reviewed by DLR Group on March 1,2017.

Total Item No. 4: Add: \$6,733.29

Item No. 5:

Provide cost for material and labor to delete the installation of porcelain tile PT-3 at the landing in Stair B1S2 per the room finish schedule and substitute the installation of VCT-1. Transition from PT-3 at the stair to the new VCT-1 at the landing at a location aligning with the east edge of the stair stringers (roughly 1'-2" from last nosing).

DLR Group Proposal Request CC-99 dated January 23, 2017. Pricing per Larson Construction correspondence dated March 8, 2017.

Total Item No. 5: Add: \$299.04

Item No. 6:

Cost for labor and material for changes to work at Door #14 Vestibule. No longer demo GWB ceiling, and delete 4 can lights. Add a 2x4 LED light. Patch work for existing GWB ceiling. Work to demo existing walk off mat. Also work to prep floor for new walk off carpet.

Pricing per Larson Construction correspondence COR #175 dated January 17, 2017, reviewed by DLR Group on January 27, 2017.

Total Item No. 6: Add: \$406.49

Item No. 7:

Provide \$292.30 for costs not to paint north wall of Little Theater (Stage K002) as outlined in approved COR #129 and included on Change Order No. CC-15. Work was never performed and owner does not want to pursue the work.

DLR Group Proposal Request CC-108 dated April 10, 2017. Pricing per Larson Construction correspondence dated April 10, 2017.

Total Item No. 7: Deduct: (\$292.30)

TOTAL AMOUNT OF CHANGE ORDER CC-19: ADD: \$6,339.98

OWNER:

PROJECT NUMBER: 11-13105-20/

Certificate of Substantial Completion

PROJECT:

(Name and address) Linn-Mar High School Additions and	CONTRACT FOR: General Construction CONTRACT DATE: March 9, 2015	ARCHITECT:
Renovations - Phase 2	7,2010	CONTRACTOR:
Marion, Iowa	TO CONTRACTOR.	FIELD:
TO OWNER: (Name and address) Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	TO CONTRACTOR: (Name and address) Larson Construction Co., Inc. 600 17th Street SE P.O. Box 112 Independence, IA 50644	OTHER:
PROJECT OR PORTION OF THE PROJE	CT DESIGNATED FOR PARTIAL OCCUPAN	ICY OR USE SHALL INCLUDE:
Linn-Mar High School Additions and Ren	novations - Phase 2 project.	
to be substantially complete. Substantial Cois sufficiently complete in accordance with intended use. The date of Substantial Con		above is the date of issuance established by
Warranty	Date of Commence	ement
DLR Group, inc. (an Iowa Corp.)	Bul Bend	3/30/2017
ARCHITECT	ВҮ	DATE OF ISSUANCE
responsibility of the Contractor to comple	ed is attached hereto. The failure to include a te all Work in accordance with the Contract rranties for items on the attached list will be	any items on such list does not alter the Documents. Unless otherwise agreed to in the date of issuance of the final Certificate of
Cost estimate of Work that is incomple	ete or defective: \$To be determined prior to	any release of retainage.
The Contractor will complete or correct th Substantial Completion.	ne Work on the list of items attached hereto	within Sixty (60) days from the above date of
Larson Construction Co., Inc.	11/3	4/20/17
CONTRACTOR	BY	DATE '
The Owner accepts the Work or designate December 16, 2016. (date).	d portion as substantially complete and will	assume full possession at 8:00 a.m. (time) on
Linn-Mar Community School District		
OWNER	ВУ	DATE
be as follows:		ties, damage to the Work and insurance shall eview insurance requirements and coverage.)

The Owner shall assume responsibility for security, maintenance, heat, utilities and insurance. The commencement of applicable warranties will coincide with date of Substantial Completion.



Operating Lease Agreement

Lease Agreement #: L31875

Lessee Name: Linn-Mar Comm

School District

Lease Effective Date: July 1, 2017

Innovative Modular Solutions, Inc. - PO Box 70, 155 Kirkland Circle, Suite 500, Oswego, Illinois 60543 Telephone: 630-972-0500 -- Fax: 630-972-0555

Innovative Modular Solutions, Inc. (IMS), an Illinois corporation, hereby referred to as the "Lessor" leases the equipment (the "Equipment") and proposes the services specified below to the following hereby referred to as the "Lessee":

The Equipment will be located at: Lessee Billing Address: Indian Creek Elementary School Lessee Name: Lessee Name: Linn-Mar Community School District 2900 Indian Creek Road Address: Address: 2999 North tenth Street Marion, IA 52302 City, State, Zip City, State, Zip Marion, IA 52302 **Customer Contact:** J. T. Anderson Site Contact: Steve Nelson 319-447-3008 Phone: 319-447-3021 Phone: 319-373-8818 Fax: 319-377-9252 Fax: Mobile: Mobile: stnelson@linnmar.k12.ia.us Email: itanderson@linnmar.k12.ia.us Email:

Lessee hereby leases Equipment from Lessor for a minimum of 36 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Leasing month is defined as a calendar month.

Lessee agrees to pay Lessor, without demand and in advance, the Monthly Lease Payment and other charges on the due dates set forth in this Lease. The Lease activation date for the Equipment, subject to Section 3(d) of the General Terms and Conditions of Operating Lease Agreement will be on or about July 1, 2017. The Lease Agreement will expire on or about June 30, 2020.

SCHEDULE OF VALUES:

I. ONE-TIME CHARGES:

Item	Quantity	Unit	Rate	Extension
Delivery	2	Lump Sum	\$2,613.50	\$5,227.00
Building Installation	1	Lump Sum	\$18,034.00	\$18,034.00
Tear Down and Return	Estimate Only	/. Actual charges billed	at Lease Termination	\$18,866.00
Taxes (If Applicable)	Lessee to	o supply Tax Exempt	Certificate to IMS	
TOTAL ONE-TIME CHARG	ES			\$23,261.00

II. MONTHLY BUILDING LEASE CHARGES:

Unit No(s).	Size	Serial No(s).	Insurance Valuation	Monthly Lease Rate
31875 & 31876	28' x 68'	2556 & 2557	\$80,169.00	\$1,608.00
Taxes (If Applicable)				
TOTAL MONTHLY BUILD	\$1,608.00			

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	HЫ	ш				

Operating Lease Agreement



This Operating Lease Agreement proposal by Lessor must be accepted in its entirety by Lessee within (7) days from the date hereof, and acceptance shall be defined as receipt by Lessor of a duly executed original hereof at its offices in Oswego, Illinois, or personal delivery thereof to a duly authorized agent or representative of Lessor. Lessee's acceptance of this proposal subsequent to seven (7) days from the date hereof shall be deemed to be a counterproposal, which shall be subject to renegotiation.

Building Warranty (New Equipment Only): New Equipment as described herein is warranted by the modular building manufacturer for a period of one year against failure due to defective material or workmanship subject to the terms of Section 4 of this Lease. The warranty is effective from the date of completion of the Lessor's scope of work or from the Lessee's date of occupancy, whichever occurs first.

Payment Terms:

- 1. 25% of One-time Charges are due immediately upon execution of this Lease.
- 2. The first Monthly Lease Payment is due immediately upon execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences.
- 3. A security deposit equal to (1) Monthly Lease Payment is due immediately upon execution of this Lease.
- 4. 50% of One-time Charges are due without demand immediately upon the date of delivery of all modular buildings, as defined in Addendum 2 of this Lease, unless delivery is otherwise delayed by Lessor.
- 5. 25% of One-time Charges are due without demand immediately upon completion of Lessor scope of work or upon Lessee date of occupancy, whichever occurs first.

Other documents attached and incorporated by reference into this Lease:

General Terms and Conditions of Ope	rating Lease Agreement
IMS Pricing Summary dated 03/02/201	17
Building Floor Plans	
Building Specifications	•
Delineation of Responsibilities Worksh	neet
Addendum 1 – Payment Schedule	
Addendum 2 - Estimated Project Sche	edule

Innovative **Modular**Solutions

Operating Lease Agreement

No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease. Unless specifically identified herein, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Lessee's Purchase Order, although Lessee's Purchase Order number may be used by the parties as a convenient reference for invoicing purposes.

This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessee. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Agreement for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

Innovative Modular Solutions, Inc.	Lessee:
Ву:	Ву:
Print:	Print:
Title:	Title: Board President
Date:	Date:



<u>ADDENDUM 1 – PAYMENT SCHEDULE</u>

Due Date	Description	Amount Due
Upon Execution of Lease	25% of One-time Charges	\$5,815.25
Upon Execution of Lease	First Monthly Lease Payment (7/01/17)	\$1,608.00
Upon Execution of Lease	One Month Security Deposit	\$1,608.00
Upon Completion of	50% of One-time Charges	\$11,630.50
Delivery		
Upon Completion of Lessor	25% of One-time Charges	\$5,815.25
Scope of Work or Upon		:
Lessee Occupancy		
7/1/17	No Payment Due. First Month is Prepaid.	\$0.00
8/1/17	Monthly Lease Payment	\$1,608.00
9/1/17	Monthly Lease Payment	\$1,608.00
10/1/17	Monthly Lease Payment	\$1,608.00
11/1/17	Monthly Lease Payment	\$1,608.00
12/1/17	Monthly Lease Payment	\$1,608.00
1/1/18	Monthly Lease Payment	\$1,608.00
2/1/18	Monthly Lease Payment	\$1,608.00
3/1/18	Monthly Lease Payment	\$1,608.00
4/1/18	Monthly Lease Payment	\$1,608.00
5/1/18	Monthly Lease Payment	\$1,608.00
6/1/18	Monthly Lease Payment	\$1,608.00
7/1/18	Monthly Lease Payment	\$1,608.00
8/1/18	Monthly Lease Payment	\$1,608.00
9/1/18	Monthly Lease Payment	\$1,608.00
10/1/18	Monthly Lease Payment	\$1,608.00
11/1/18	Monthly Lease Payment	\$1,608.00
12/1/18	Monthly Lease Payment	\$1,608.00
1/1/19	Monthly Lease Payment	\$1,608.00
2/1/19	Monthly Lease Payment	\$1,608.00
3/1/19	Monthly Lease Payment	\$1,608.00
4/1/19	Monthly Lease Payment	\$1,608.00
5/1/19	Monthly Lease Payment	\$1,608.00
6/1/19	Monthly Lease Payment	\$1,608.00
7/1/19	Monthly Lease Payment	\$1,608.00
8/1/19	Monthly Lease Payment	\$1,608.00
9/1/19	Monthly Lease Payment	\$1,608.00
10/1/19	Monthly Lease Payment	\$1,608.00
11/1/19	Monthly Lease Payment	\$1,608.00
12/1/19	Monthly Lease Payment	\$1,608.00
1/1/20	Monthly Lease Payment	\$1,608.00
2/1/20	Monthly Lease Payment	\$1,608.00
3/1/20	Monthly Lease Payment	\$1,608.00
4/1/20	Monthly Lease Payment	\$1,608.00
5/1/20	Monthly Lease Payment	\$1,608.00
6/1/20	Monthly Lease Payment	\$1,608.00

Note: For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty (30) days of receipt of invoice for amounts due, Lessor may impose a charge on such amount of one percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.



ADDENDUM 2 - ESTIMATED PROJECT SCHEDULE

Description	Date
Contract Signed	May 8, 2017
Customer Approval Drawings Completed and Received from Lessee	May 10, 2017
State and Local Approval Received	May 15, 2017
Begin Site Work	May 15, 2017
Deliver all Modular Buildings	June 5, 2017
Complete Installation of Modular Units	June 9, 2017
Complete Lessor Scope of Work	June 9, 2017
Complete all Site Work	June 26, 2017
Complete State and Local Inspection	June 30, 2017
Certificate of Occupancy	June 30, 2017
Date of Occupancy by Lessee (Effective Date of Lease)	July 1, 2017



General Terms and Conditions of Operating Lease Agreement

1. Lease

This transaction is a Lease and not a sale. Lessee does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Lessee is not in default under this Lease. Lessee agrees that all certificates of title or registration applicable to the Equipment will reflect Lessor ownership of the Equipment.

2. Monthly Lease and Other Payments

- (a) Lessor and Lessee understand and intend that the obligation of Lessee to make Monthly Lease Payments hereunder shall constitute a binding contractual obligation of Lessee for the Minimum Lease Period. Lessee covenants to include all Monthly Lease Payments due in its annual budget and to make the necessary annual appropriation for all such Monthly Lease Payments.
- (b) The start of the Lease term is the date on which Lessor substantially completes its scope of work for building delivery, installation, and other site construction work or the date of building occupancy by the Lessee, whichever comes first, unless otherwise agreed to by or between the parties. Monthly Lease Payments will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is removed from the site and returned to Lessor in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally or under a renewal term. Monthly Lease Payments and such other charges will be prorated on a daily basis where necessary.
- (c) Unless otherwise specified in this Lease, charges for delivery, installation, tear down and return charges and all other work by Lessor will be due and payable immediately upon the execution of this Lease without demand. The first Monthly Lease Payment and a security deposit equal to (1) Monthly Lease Payment will be due and payable immediately upon the execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences. All other sums payable by Lessee under this Lease are due and payable within thirty (30) days of the date of receipt of the invoice. Unless agreed otherwise, all payments made under this Lease will be made by Lessee's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Lessee will be made without setoff or deduction of any kind unless expressly authorized by this Lease.
- (d) Lessee will pay Lessor for any and all sales and use taxes, other direct taxes including property taxes (real and personal), and registration fees imposed by any city, county, state, or federal government or other taxing authorities having jurisdiction and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Lessee is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Lessee's obligations under this Subsection will survive the termination of this Lease. If the Lessee is tax exempt, a tax exempt certificate must be provided to the Lessor immediately upon the execution of this Lease or all applicable taxes will be added to all invoice amounts due under this Lease.
- (e) For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty (30) days of receipt of the invoice, Lessor may impose a charge on such amount of one and one-half percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

3. Delivery, installation and Removal of Equipment

- (a) For the purposes of this Lease, "Equipment" means the modular buildings as proposed by Lessor.
- (b) Unless otherwise specified in this Lease, Lessee will provide free and clear access for delivery, installation, tear down, removal and return delivery of the Equipment by standard mobile transport vehicles. Unless otherwise specified in this Lease, Lessee will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and the identification of all utility lines (electric, water, storm and sanitary sewer, natural gas, telephone, CATV, etc.). Lessee will provide firm and level ground on no more than a 12-inch (12") slope from one end of the building to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Lessee. If, in the reasonable judgment of the Lessor, additional equipment or materials are required to make ready the Site for the installation, tear down, return delivery or the removal of the Equipment there will be a change order to the Lease per Section 3 (g) of this Lease. LESSOR ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR THE UTILITIES AVAILABLE AT THE SITE.
- (c) Unless otherwise specified in this Lease, Lessee will have sole responsibility, at Lessee's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Lessee's lawful operation, possession or occupancy of the Equipment.
- (d) Lessor's delivery of the Equipment may be subject to reasonable delays in manufacturing, modification, delivery, installation, tear down, removal or return delivery due to Site conditions, fire, flood, windstorm, lightning, theft, riot, civil disturbance, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.
- (e) Lessor may suspend work at the Site if Lessor reasonably deems the Site to be unsafe. Lessor shall immediately notify Lessee of the unsafe site conditions and its suspension of work.

(f) The prices quoted for building delivery, installation, site construction costs, teardown, return delivery and other "one-time" charges assume normal,
summer construction conditions unless otherwise specified in this Lease. If winter or wet conditions exist at the time of installation, tear down, removal
or return delivery, there may be a delay in the installation or removal, but no change order costs will be assessed to Lessee for delay due to weather
conditions beyond control of Lessee. If site repair is necessary due to weather conditions and Lessor performs said repair a change order may be

Initials Page 6 IMS Lease 031715

Operating Lease Agreement



issued for that additional work. The due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to Site conditions and location and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits from the authorities having jurisdiction are not provided by the Lessee in a timely manner or Lessee otherwise delays completion of Lessor's scope of work.

- (g) Unless otherwise specified in this Lease, Lessee will pay Lessor all costs and expenses plus fifteen percent (15%) basis for all change order work that is not part of the scope of work to be provided by Lessor including, but not limited to, costs incurred by Lessor in order to correct improper work performed by Lessee, additional work performed by Lessor due to Site conditions as defined in Sections 3 (b) to 3 (f) or repair to, or periodic maintenance of, Equipment as defined in Section 4 of this Lease and any/all other unknown work approved by the parties to be performed that is not specifically defined as by Lessor herein. All sums payable for change orders are immediately due and payable when invoiced.
- (h) As between Lessor and Lessee, the Equipment is deemed to have been inspected for compliance with this Lease and finally accepted by Lessee pursuant to this Lease immediately upon Lessee's occupancy of the Equipment. Lessee accepts the Equipment "as is," and Lessor makes no warranties regarding the Equipment, except as may be stated elsewhere in this Lease.

4. Maintenance of Equipment

- (a) Lessee will not move or in any way modify the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to Lessee's modification of the Equipment, Lessee is liable for the cost of the removal of such modification or restoration of the Equipment immediately upon the Return Date or End of Term of this Lease. Lessor may place its name on the Equipment, and Lessee will assure that such name is not removed or concealed in whole or in part.
- (b) Lessee, at Lessee's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect, upon prior notice the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessee agrees to pay all costs and expenses incurred by Lessor upon receipt and approval of documentation, plus fifteen percent (15%) incurred by Lessor in connection with the immediate repair of the Equipment and restoring it so as to meet such standards. If Lessee fails to reimburse Lessor for such repair costs, Lessor may summarily remove and repossess the Equipment at the Lessee's sole cost.
- (c) Lessee, at Lessee's sole cost, agrees to perform periodic preventive maintenance on all HVAC systems. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Maintenance shall include a minimum of four (4) filter changes (March, June, September and December) and (2) two complete clean and checks per year (March and September) according to the HVAC manufacturer's recommended procedures. Unless otherwise agreed to in writing by Lessor, all HVAC service work is to be performed under a separate Service Agreement between the Lessee and a certified and bonded mechanical contractor whom has been pre-approved to do warranty work by both the HVAC system supplier and the Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay all costs and expenses upon receipt and approval of documentation plus fifteen percent (15%) incurred by Lessor in connection with performing such Work on the Equipment. If Lessee's failure to perform such scheduled periodic maintenance voids any/all warranties offered to the Lessor by the HVAC system supplier, all subsequent repairs costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

Lessee at Lessee's sole cost, agrees to perform (2) complete carpet cleanings and (2) complete strip, seal and waxing of all vinyl floor coverings (June and December) per year according to the floor covering manufacturers' recommended procedures. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay all costs and expenses, upon receipt and approval of documentation, plus fifteen percent (15%) incurred by Lessor in connection with performing such Work on the Equipment. If Lessee's failure to perform such scheduled maintenance voids any/all warranties on floor coverings and the structural decking below, all subsequent repair costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

- (d) Lessor and Lessee will perform, execute and comply with all Laws which in any way affect the delivery, use, operation, maintenance, storage or removal of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, municipality or local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Neither Lessor nor Lessee will make or permit any unlawful use or handling of the Equipment.
- (e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products.
 (ii) Lessee will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Lessee will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Lessee's possession, Lessee agrees to pay all documented costs and expenses plus fifteen percent (15%) incurred by Lessor for the clean-up or Lessor may require Lessee to purchase the Equipment at the then current market price charged for an uncontaminated unit. Lessee's obligations under this subsection 4(e) will survive the Return Date or End of Term of this Lease.
- (f) Lessee agrees that the Equipment Lease hereunder will not be occupied by any person other than Lessee or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes unless agreed to in writing by Lessor.

5. Disclaimer of Warranties

Lessor not being a seller (as such term is defined in the Uniform Commercial Codes), nor a seller's agent, expressly disclaims and makes to Lessee no

Innovative **Modular**

Operating Lease Agreement

warranty or representation, express or implied, of merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship in the Equipment; that the Equipment will satisfy the requirements of any law, rule, specification or contract pertaining thereto; and any guaranty or warranty against patent infringement or latent defects, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby.

6. Limitation of Damages

Lessee does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of, or in connection with, this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Lessee does hereby waive any and all claims and demands for any such loss or damages.

7. End of Lease

- (a) Unless specified otherwise, Lessee must give Lessor one hundred twenty (120) days prior written notice of the date on which the Equipment is to be returned.
- (b) If Lessee, without any further written agreement or the consent of the Lessor, continues to possess or occupy the Equipment after the expiration of the initial and/or any subsequent renewal terms of the Lease, Lessee will then be deemed to have renewed this Lease on a month to month basis subject to such rate as Lessor declares to be in effect (and in the absence of such declaration at the most recent Monthly Lease Payment rate applicable to the Equipment). Lessor or Lessee may terminate such month to month extensions at any time.
- (c) So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least one hundred twenty (120) days prior written notice, Lessee shall have the option to purchase the Equipment for a price agreed to by Lessor. Payment of the Purchase Option Price, all applicable sales or use taxes, together with all other amounts due and owed by the Lessee under the Lease (including without limitation, Monthly Lease Payments) during such Minimum Lease Period shall be made on the last day of the Lease in immediately available funds against delivery of a bill of sale transferring to Lessee all rights, title and interest of Lessor in the Equipment on an "AS IS" "WHERE IS" basis, without any warranties, express or implied as defined in Section 5 of this Agreement.
- (d) Lessee may terminate this Lease prior to the expiration of the Minimum Lease Period with (120) day's written notice to the Lessor, subject to all terms and conditions of the Lease, and the Lessee will pay the following termination charges:
 - i. The remaining unpaid Monthly Lease Payments for the Minimum Lease Period or the Lease renewal period per Section 7 (b) of this Lease. The Monthly Lease Payment means the total monthly payment including that portion representing amortized One-Time Charges (any charges for delivery, installation, construction, teardown, return, etc. as shown on the Schedule of Values on Page 1 of the Lease Agreement), if applicable and any Lessee-requested modifications not provided as a separate charge under the terms of this Lease.
 - ii. Tear down, removal; return delivery, repair, and disconnection of utilities, Site restoration, and other charges in accordance with this Lease.

8. Return of Equipment

Upon the End of Term, unless agreed otherwise, Lessee, at its sole expense, shall pay Lessor all costs and expenses plus fifteen percent (15%) basis to tear down and remove and for the return delivery of such Equipment to Lessor F.A.S. or F.O.B. to such location as Lessor shall specify. Lessee agrees that the Equipment, when returned, shall be in the condition required by Section 4 hereof and that the Site, when the Equipment is returned, shall be in the condition required by Section 3 of this Lease. All components of the Equipment shall have been properly serviced, following the manufacturer's written operating and servicing procedures. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay within thirty (30) days of all documented costs and expenses, plus fifteen percent (15%) incurred by Lessor in connection with repairing such Equipment and restoring it so as to meet such standards. If Lessee fails to return any Equipment as required hereunder, then, all of Lessee's obligations under this Lease Agreement (including, without limitation, Lessee's obligation to pay Monthly Lease Payments for such Equipment as defined in Section 7 (b) of this Agreement) shall continue in full force and effect until such Equipment shall have been returned in the condition required hereunder.

9. Indemnification

To the extent permitted by law, Lessee hereby specifically indemnifies, agrees to defend and hold harmless Lessor, its employees and agents and successors and assigns (if applicable) from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorney's fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

- (a) The loss of or damage to the Equipment prior to the Return Date due to collision, fire, flood, windstorm, lightning, theft, riot, civil disturbance, or any other peril or casualty;
- (b) The death of or injury to, including but not limited to, damage to the property (other than the Equipment) or any person as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;
- (c) Any act or omission of Lessee in violation of this Lease;
- (d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and
- (e) Any damage to Lessee's property or the property of any third parties incurred during or in connection with the fulfillment of Lessee's obligations by or

Operating Lease Agreement



on behalf of Lessee or the repossession or return of Equipment by Lessor in accordance with the terms of this Lease.

- (f) In addition, to the fullest extent permitted by law, Lessee assumes and agrees to indemnify, defend, and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims demands and expenses, including attorneys' fees and legal expenses (other than such as may result from the negligence or misconduct of Lessor), its agents or employees, arising on account of:
 - i. The Lessee's negligent possession, maintenance, use, or operation of the Equipment during the term of this Lease.
 - ii. The loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in Default hereunder.
- (g) Lessor shall, to the fullest extent permitted by law, assume and agree to indemnify, defend and keep harmless the Lessee, its agents, directors and employees from and against all losses, damages, injuries, claims, damages, and expenses, (including legal expenses and attorneys' fees) caused by the negligence or misconduct of Lessor or breach of this Lease by Lessor.

The obligations contained in this Section 9 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 9 will apply to any Losses whether they are asserted before or after the Return Date.

10. Insurance

- (a) Lessee, at Lessee's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment, the following policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:
 - i. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per person and \$5,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations contractual liability, broad form property damage, independent contractors and personal injury liability, naming Lessor as an additional insured.
 - ii. Commercial Property Insurance protecting against all loss and damages, at full replacement cost (the amount shown as "Insurance Valuation" on Page 1 of the Lease Agreement) as defined sustained or suffered due to the loss of or damage to the Equipment as result of collision, fire, lightning, theft, flood, windstorm, explosion, or any other casualty, naming Lessor as the loss payee.
- (b) Lessee will deliver certificates evidencing all such insurance to Lessor immediately upon delivery of the Equipment to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to Lessor.
- (c) If Lessee fails to deliver the insurance certificates defined in paragraph (a) and as required by paragraph (b) on the date required, Lessee will be in default under this Lease.
- (d) Obtaining insurance as described above will not affect Lessee's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Lease.
- (e) If Lessee fails to deliver certificates evidencing such insurance to Lessor as required in Section 10 (b) of this Lease, Lessee agrees to pay all costs and expenses plus fifteen percent (15%) incurred by Lessor in connection with providing the insurance required in Section 10 (a) of this Lease.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

- (a) Lessee fails to pay when due any Monthly Lease Payment or any other payment due under this Lease or fails to perform its obligations under this Lease;
- (b) Lessee fails to perform or observe any other term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after notice of such failure to perform or observe;
- (c) Lessee or any other person or entity which controls more than fifty percent (50%) of Lessee's equity (a "Control Person") or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;
- (d) Lessee, any Control Person or any Guarantor defaults under any other agreement with Lessor or any affiliate of Lessor; and
- (e) Any letter of credit, guaranty or other security given to secure the performance of Lessee's obligations under this Lease expires, terminates or in the reasonable opinion of Lessor becomes worthless.
- (f) Lessor fails to perform or observe any term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after notice of such failure to perform or observe,

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Upon occurrence of an Event of Default by Lessor, the Lessee may withhold monthly Lease payments until the default is cured. If the default is not cured within thirty (30) days, Lessee may terminate the Lease without penalty and will pay no fees for the Lessor's removal of the Equipment. Upon occurrence of an Event of Default by Lessee, Lessor will have the option to declare the entire balance of Monthly Lease Payments for the remainder of the stated Lease or renewal term immediately due and payable and to accelerate and make immediately due and payable any other amounts owed under this Lease. Lessor will also have the option to retake and retain any or all of the Equipment free of all rights of Lessee without any further liability or obligation to redeliver any of the Equipment to Lessee, and Lessee hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration. Lessee will pay to Lessor on demand all fees, costs and expenses incurred by Lessor in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees. The remedies provided in favor of Lessor will be cumulative and in addition to all other remedies provided in this Lease or existing by law or in equity.

If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is authorized to take possession of such other property, goods or things and hold the same for Lessee, at Lessee's sole cost, either in Lessor's possession or in public storage, at Lessor's sole discretion.

12. Lessor's Right to Cure

If Lessee's actions result in an Event of Default, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Lessee under this Lease and recover from Lessee as additional Lease payments all costs and expenses plus fifteen (15%) for all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand, or other action, to set-off against Lessee any amounts Lessor may hold as prepayments or deposits for Lessee's liabilities to Lessor whether or not then due to Lessor. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Lessee.

14. Assignment, Amendment, Modification, Miscellaneous

- (a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor.
- (b) This Lease contains the entire Agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of lowa without regard to principles or choice of Laws.

15. Assignment by Lessor

Lessor's rights, title and interest in the Equipment may be assigned, reassigned, transferred or conveyed to any other party by Lessor, in whole or in part to one or more assignees and sub assignees by Lessor and, to the extent of their interest, by any Registered Owner without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, (ii) Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated, and (iii) any assignee shall have the same rights and obligations under Lease as Lessor. In the event that Lessor's interest in the Equipment is assigned, tessee as execute all documents within (30) days of written request by Lessor. Documents may include notices of assignment, chattel mortgages, financing statements, etc. that may be reasonably requested by Lessor, or any other assignee, to protect its interests in this Agreement and the Equipment.

16. Additional Provisions

In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. Iowa Law Governs

This Lease and the rights and obligations of the parties hereunder shall in all respect be governed by, and construed in accordance with the laws of the State of lowa, including all matters of construction, validity and performance regardless of the location of the Equipment. The venue of any proceeding relating to this Lease shall be the court of general jurisdiction closest to Marion, lowa.

18. Attorney Fees

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive termination of this Agreement.

RELEASE AND HOLD HARMLESS

THE UNDERSIGNED DOES CERTIFY TO BEING THE OWNER AT THIS TIME, OF THE PREMISES AND BUILDINGS, INCLUDING THE BUILDINGS DESCRIBED AS THE FARM HOUSE AT 2969 C AVENUE EXTENSION, MARION, IOWA, 52302.

PERMISSION IS HEREBY GRANTED BY THE UNDERSIGNED OWNER FOR THE MARION FIRE DEPARTMENT AND ASSOCIATED DEPARTMENTS TO USE THE BUILDINGS FOR TRAINING PURPOSES AND TO CAUSE SAME TO BE BURNED. TENTATIVE BURNING DATE IS SEPTEMBER/OCTOBER 2017.

THE UNDERSIGNED OWNER DOES RELEASE AND HOLD HARMLESS THE MARION FIRE DEPARTMENT AND ASSOCIATED DEPARTMENTS FROM CLAIMS OF ANY NATURE RESULTING FROM THE BURNING OF SAID BUILDING.

AS OWNER OF THE ABOVE DESCRIBED PROPERTY, I WILLINGLY GIVE MY PERMISSION TO THE TRAINING FIRE BURNING OF THE ABOVE LISTED BUILDING/BUILDINGS, UNDER THE PROVISIONS, GUIDELINES AND APPLICABLE AGREEMENTS BETWEEN THE MARION FIRE DEPARTMENT, LINN COUNTY PUBLIC HEALTH DEPARTMENT AND ANY OTHER APPLICABLE AGENCIES. FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT THEREFORE IS HEREBY ACKNOWLEDGED.

NAME (PLEASE PRINT) LINN-MAR COMMUNITY SCHOOL DISTRICT ADDRESS 2999 NORTH 10TH STREET, MARION, IOWA 52302 TELEPHONE NUMBER 319-447-3008



28E AGREEMENT BETWEEN ALBURNETT COMMUNITY SCHOOL DISTRICT AND LINN-MAR COMMUNITY SCHOOL DISTRICT

THIS AGREEMENT made and entered into the _____ day of ______, 2017 by and between the Alburnett Community School District (Alburnett) by its Board of Education and Linn-Mar Community School District (Linn-Mar) by its Board of Education.

WHEREAS, pursuant to the provisions of Chapter 28E and Section 280.15 of the Iowa Code, Alburnett and Linn-Mar seek a cooperative arrangement to share the services of a business manager for the 2017-2018 school year, and any subsequent year that the Agreement is not terminated; and

WHEREAS, Alburnett and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a business manager and such agreement will be to their mutual advantage.

NOW, THEREFORE, this Agreement is entered into between Alburnett, and Linn-Mar, (hereinafter jointly referred to as the "Districts"), and Angie Morrison, (hereinafter referred to as "Morrison"). The purpose of this Agreement is for Alburnett to purchase the time and services of Angie Morrison in the capacity of Business Manager for Alburnett Community School District.

IT IS HEREBY AGREED by and between the parties hereto, as follows:

1. Terms:

This Agreement shall become effective July 1, 2017, and shall be effective for a period of one (1) year. More specifically, the Agreement shall end on June 30, 2018. This Agreement shall automatically renew for an additional one (1) year period, unless cancelled by one the parties by April 1, 2018, by giving written notice to the other party. Each subsequent year this Agreement shall automatically renew for an additional one (1) year term, unless cancelled by one of the parties by April 1 of the year the Agreement is to expire, by giving written notice to the other party.

2. Administration of the Agreement:

- a. In the interest of economy and administrative efficiency, Linn-Mar shall hold and administer Morrison's employment contract and shall pay the full contract amount to Morrison and receive reimbursement from Alburnett for Alburnett's agreed upon share.
- b. Linn-Mar shall be deemed the "Employer" of Morrison for all Federal and State requirements. Linn-Mar's contract agreement and Board Policies shall govern the employment relationship. The responsibility for the evaluation of Morrison's performance shall remain with Linn-Mar, pursuant to its established procedures.

3. <u>Iob Responsibilities:</u>

- a. Morrison shall perform the duties of Business Manager for Alburnett Community School District.
- b. Morrison shall perform the duties of Business Manager for Linn-Mar Community School District.
- c. Morrison agrees to diligently and in good faith devote her expertise, time, skill, and ability to the Districts in carrying out the responsibilities under this Agreement.
- d. The specific time spent in each district shall be at the reasonable discretion of Morrison in cooperation with the Superintendent for Alburnett and the Superintendent for the Linn-Mar. It is anticipated that Morrison will provide services as Business Manager to Alburnett for twenty percent (20%) of her contracted time and to Linn-Mar for eighty percent (80%) of her contracted time.

4. Employer Liability:

Employer liability shall fall on the District for whom Morrison is performing work for at any given time. While working for Alburnett, employer liability shall be the responsibility of the Alburnett Community School District. While working for Linn-Mar, employer liability shall be the responsibility of Linn-Mar Community School District. While Morrison is traveling between districts, employer liability shall be shared between the districts.

5. <u>Termination of Employment:</u>

Only the Linn-Mar Community School District Board of Education has the power to terminate the employment contract of Morrison, however, Linn-Mar shall take into consideration the input of the Alburnett Community School District.

6. Certification

During the term of this Agreement, Morrison shall maintain a valid and appropriate certification pursuant to the laws of the State of Iowa to act as a School Business Official.

7. Salary and Payment:

a. As set forth in paragraph two (2), Morrison shall be considered a full-time employee of Linn-Mar Community School District. Linn-Mar shall provide the contract setting forth the full-time salary, benefits, and leaves on a yearly basis.

- b. Alburnett Community School District will pay \$12,000 of the cost of salary and benefits for each school year covered by this Agreement to Linn-Mar Community School District.
- c. Costs of general supplies, material, etc. necessary for the functioning of each district's separate programs shall be paid by each district separately.
- d. Costs for travel, other than normal travel between districts, and conference registrations shall be paid by each district separately. The District who assigns Morrison to the conference or activity shall be responsible for paying. By mutual agreement the parties may split cost in the proportion agreed.
- e. There shall be no reimbursement for normal travel between districts in the carrying out of duties under this Agreement.

8. Changes to Agreement:

This Agreement may be modified pursuant to the written mutual agreement of all the parties hereto.

9. <u>Termination of Agreement:</u>

- a. This Agreement may be terminated prior to its expiration:
 - i. Upon mutual agreement of the districts; or
 - ii. Upon the resignation or termination of Morrison's employment

10. Dispute Resolution:

In the event a dispute arises out of this Agreement, the parties agree to a fair and equitable method of resolution that provides due process, and the parties agree that they will use the services of the Director of the local Area Education Agency to assist in resolving any disputes. The AEA Director shall have the power to make a decision that is final.

11. Notices:

All notices to be given under this agreement shall be in writing and shall be deemed given when either personally delivered or mailed by first class mail to the party to whom notice is being given.

This joint agreement approv	ed by the Alburne	ett Community School District through its
Board of Education this	day of	, 2017, by resolution regularly
presented and passed.		

ALBURNETT COMMUNITY SCHOOL DISTRICT

]	BY:
	President, Board of Education
ATTEST:	
Secretary, Board of Education	
	te Linn-Mar Community School District through its of, 2017, by resolution regularly
1	LINN-MAR COMMUNITY SCHOOL DISTRICT
1	BY:
	President, Board of Education
ATTEST:	
Secretary, Board of Education	